

Wabasha Soil and Water Conservation District
District Regular Board Meeting
January 24, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER –**
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA**
- IV. **PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
 - A. Paul Kottschade AgBMP Application for vertical tillage tool for \$38,700.00
 - B. 2018 SWCD Local Capacity Services (WabashaSWCD) interim financial report following BWSR reconciliation-**Signature needed**
 - C. MDA-Ag Water Quality Certification Program Technical Assistance and Promo Funds Report of Work Completion-**Signature needed**
 - D. 2019 Data Practice Policy for Data Subjects
 - E. 2019 Data Practice Policy for Members of the Public
 - F. 2019 Request for release of data to government agency
 - G. 2019 Request for release of data
 - H. 2019 Wabasha County Soil and Water Conservation District Data Practices Policy-Fee Schedule
 - I. 2019 Local Cost Share Policy
 - J. 2019 Wabasha NLMP Implementation Plan-**Signature Needed**
- VI. **SECRETARY’S REPORT**
 - A. December 27, 2018 Meeting Minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
 - A. December Program Record-**Board Action**
 - B. District Financial Statements-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
 - A. Bills Plus Supervisor’s expenses statement provided at meeting-**Board Action**
- IX. **DISTRICT REPORTS**
 - A. Chair Report –
 - B. County Commissioners – Don Springer; Rich Hall
 - C. District Manager Report – Terri Peters
 - D. NRCS Report – Phillis Brey
 - E. Ecological Technician Report – Jen Wahls
 - F. District Technician Report- Mitch Rigelman

- G. District Technician Report- Bill Wayne
- H. Other –

X. OLD BUSINESS

XI. NEW BUSINESS

- A. Election of SWCD board officers-**Board Action**
 - i. Chairman
 - ii. Vice Chairman
 - iii. Secretary
 - iv. Treasurer
- B. Approval of 2019 SWCD operating Rules and Guidelines-**Board Action**
- C. 2019 Committee Appointments-**Board Action**
 - i. Personnel committee
 - ii. Finance Committee
 - iii. Whitewater Watershed
 - iv. Hiawatha Valley Resource Conservation and Development Council
 - v. One Watershed, One Plan
 - vi. SE SWCD Technical Support JPB
 - vii. County Board Meeting Representative
- D. Designation of Official Newspaper Resolution 01242019-2-**Board Action**
- E. Designation of Official Bank Depositories Resolution 01242019-3-**Board Action**
- F. Designation of Signatories for Bank Accounts Resolution 01242019-4-**Board Action**
 - i. New signature card (On Agenda to be sure we get all signatures and drivers licenses before leaving)
 - 1. Bank of Alma (Must stop at bank to sign)
 - 2. Peoples State Bank
 - 3. WNB Financial (First State Bank)
- G. Per Diem rates and Mileage for 2019 Resolution 01242019-5- **Board Action**
- H. Recommendation to pay board per diem on the next regular payroll run following the board meeting and pay mileage and expense reimbursement quarterly at the next board meeting following the end of the quarter-**Board Discussion/Action**
- I. eLink Grant Reporting Signature Authority Resolution 01242019-1-**Board Action**
- J. Approval of 2019 Budget-**Board Action**
- K. 2019 Monitoring Plan for Buffer Compliance-**Board Action**
- L. Employee Manual Policy Resolution 01242019-6-**Board Action**
- M. State of Minnesota Grant Agreement- Federal Sub-Award Agreement- Federal award #15-DG-11420004-068 in the amount of \$10,500.00-**Board Action**
- N. MN Department of Natural Resources Conflict of Interest Disclosure-**Board Action/Signature**
- O. WORK ORDER -AMENDMENT BETWEEN Wabasha County Soil and Water Conservation District AND CONSERVATION CORPS MINNESOTA & IOWA-**Board Action**
- P. Zumbro Watershed Partnership shut down and email-**Board Discussion/Information**

- Q. MASWCD Public Administration Training Cohort for SWCDs 2019-**Board Discussion/Action**
- R. Approval of the Southeast Minnesota Water Resources Board MAWQCP Request for Technical Assistance and Promotion Funds in the amount of \$2,500.00-**Board Action**
- S. Glenn Zabel contract 17-Capacity-9 amendment #1 to change contract number to 17-CS-4 and funding source to Cost Share Fund-**Board Action**
- T. Sharon Melvin Contract 18-CWMA-6 \$1,575.00 (7 ac Brush Mgmt practice 314)-**Board Action**
- U. Contract for approval with George Meyer 18-CWMA-5 \$800.00 (4 ac Brush Mgmt practice 314)-**Board Action**
- V. Terri Murphy Contract 18-CWMA-2 voucher payment approval \$1,100 pending technical signoff (5.5 Ac Brush Mgmt practice 314)-**Board Action**
- W. Upcoming Events
 - i. Minnesota Campaign Finance Board Annual Recertification due by January 28, 2019
 - ii. Wabasha Forestry Day February 8th, Theilman Opera House
 - iii. Wabasha County Assn of Townships meeting, February, 19th at 7:30 p.m. at the Millville American Legion, Millville Minnesota
 - iv. MASWCD Legislative Briefing and Day at the Capital, March 5-6, 2019
 - v. MCIT on demand videos and webinar. Visit MCIT.org/coverage-reviews/

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Adjourn- Board Action

Agricultural Best Management Practices Loan Program 651-201-6618 Fax: 651-201-6109 AgBMP.Loans@state.mn.us

AgBMP Loan Application

County: Wabasha Soil and Water Conservation District

Borrower Information: Paul Kottschade Company: _____

'911" Street Address: 21749 595th STREET

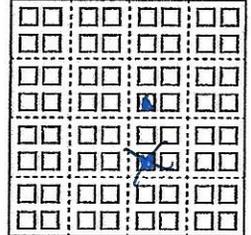
City: Kellogg State: MN Zip: 55945 Telephone: (507) 421-5437

Project Information: On a Farm: Non-Farm:

Locate project within 10 acres for Twp/R/Sec on Section Map below
Each square is 10 acres. Check only one.

Brief description of what will be purchased or constructed: Kellogg-KRuse
excelserator Vertical-Till Implement,
ability seedcover crops and perform
minimum tillage to greatly en-
hance water quality.

Twp #: 109
Range: 11W
Sec : 17



Borrower Signature: Paul Kottschade Date: 1-15-19

PROJECT BUDGET INFORMATION

FARM OPERATION INFORMATION

Category	MAX APPROVED Ag BMP Loan
Ag Waste Management	\$
Structural Erosion Control	
Conservation Tillage Equipment	<u>38,700</u>
Sewage Systems	
All Other Practices	

Animal Units: (Facilities with NPDES permits or > 1000 au are ineligible)	Beginning: <u>71 cow/calf</u>	Ending: <u>71 cow/calf</u>
Primary Animals or Crop Raised:	<u>Beef cattle</u>	
Conservation Tillage Acres AFTER project:	<u>537</u>	acres
Total Acres Farmed:	<u>710</u>	acres
Total Project Cost from all Sources:	\$ <u>38,700</u>	
Will this be reported in eLink:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/>	

Project Approved by: Jean Peters Date: 1-15-19

Completion Certification: This project is complete, operable, and in compliance with accepted standards, specifications or criteria.

Project completion certified by: _____ Date: _____

LENDER INFORMATION & LOAN TERMS

Local Revolving Funds	TOTAL PROJECT COST
\$	\$
This money will NOT be sent to you.	

Project approval expires on: _____

Other restrictions: _____

Number of payments per year: _____ Loan Amortization: _____ Optional Balloon: None Date: ____/____/____

Bank Name and Address: _____

Request # 1- Lender Signature: _____ Amount Requested: \$ _____ Date: ____/____/____

Optional Request # 2 - Lender Signature: _____ Amount: \$ _____ Date: _____

Attach copies of the invoices or affidavits provided by the individual borrowers, which support the request for disbursements
FAX, SCAN or MAIL TO: Ag BMP LOAN PROGRAM, Minnesota Department of Agriculture,
625 Robert St N, St Paul, MN 55155-2538 Fax: (651) 201-6109 AgBMP.Loans@state.mn.us

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) PAUL KOTTSCHADE			DATE OF ORDER Nov 23, 2018	COMPANY UNIT 08	DEALER ACCOUNT NO. 080730
(SECOND LINE OF OWNER NAME)			DEALER ORDER NO.		
STREET OR RR 21749 595TH ST			SOC. SEC.	IRS NO.	EIN. NO.
TOWN KELLOGG	STATE MN	ZIP CODE 55945	TRANSACTION TYPE Finance		PURCHASER SALES TAX EXEMPT
COUNTY Wabasha	PURCHASER ACCT.	PHONE NO. 507-346-2257	SELLER'S NAME & ADDRESS Ballweg Implement Co., Inc. W7246 Highway 68 Waupun, WI 53963 920-324-3537		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
PURCHASER'S NAME - Second Signer					
STREET OR RR					
TOWN	STATE	ZIP CODE			
Use County WABASHA	Use State/Province MN				

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1			X	2012 ZZ 8000-30 sold as is delivered Stock # 010116716	0	800-30-1463	\$ 38,700 00	
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE	\$ 38,700 00
QTY	DESCRIPTION OF TRADE-IN			Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT		
PURCHASER TYPE 9 Farm							TOTAL TRADE-IN ALLOWANCE	\$ 0 00
MARKET USE 15 Row Crop/Small Grain							1. TOTAL CASH-PRICE	\$ 38,700 00
COMMENTS:							2. TOTAL TRADE-IN ALLOWANCE	\$ 0 00
							3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
							4. BALANCE	\$ 38,700 00
							8. EST. SERVICE AGREEMENT TAXES	\$ 0 00
							9. SUB-TOTAL	\$ 38,700 00
							10. CASH WITH ORDER	\$ 0 00
							11. RENTAL APPLIED	\$ 0 00
							12. CASH DISCOUNT	\$ 0 00
							13. BALANCE DUE	\$ 38,700 00

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board, In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 13) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature _____ Accepted By _____
 Purchaser's Signature _____ Date Accepted _____ Salesperson OWENS, SAMUEL

Delivery Acknowledgement	
Delivered On: <input type="text"/>	Signature _____
Warranty Begins: <input type="text"/>	Date _____



Financial Report

SWCD Local Capacity Services 2018

Grant Title: 2018 - SWCD Local Capacity Services (Wabasha SWCD)

Grant ID: P18-7145

Organization: Wabasha SWCD

Grant Revenue	Amount
Total Awarded	\$100,000.00

Grant Expenditures

Grant Activity Category	Amount
Technical/Engineering Assistance	\$24,412.90
Agricultural Practices	
Administration/Coordination	\$17,265.51
Total Spent	\$41,678.41
Returned Amount	\$0.00
Balance Remaining	\$58,321.59
Percent Spent	42%

This is to certify that the information is a true and accurate representation of the grant program accounts for the 2018 - SWCD Local Capacity Services (Wabasha SWCD)- Wabasha SWCD. We believe our records are complete and subject to an audit.

OFFICIAL SIGNATURE

DATE

Please sign, scan, and upload this form to the attachments tab in eLINK.

If returning program funds, please use the Returned Check form.

***Make checks payable and mail to:
Board of Water and Soil Resources
520 Lafayette Road N.
St. Paul, MN 55155***

Southeast Minnesota Water Resources Board

MDA - Ag Water Quality Certification Program

Technical Assistance and Promo Funds

REPORT OF WORK COMPLETION

SWCD Name: Wabasha SWCD

Date: 01/22/2019

611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651) 565-3346

	Hours Worked	Calculated Hourly Rate	Total
Period of Work Performed: <i>January 1, 2018-June 30, 2018</i>			

Technical Assistance			
Name of staff completing work:			
<i>Staff Name</i>			\$0.00
<i>Staff Name</i>			\$0.00
Total			\$0.00

Summary of work performed:	
Number of producers assisted	#

Promotional Outreach (i.e. direct contact, mailers, radio, newsletters)			
Name of staff completing work:			
<i>Terri Peters</i>	4.25	\$62.05	\$263.71
<i>Dennis Stelling</i>	0.50	\$36.14	\$18.07
Other promotional expenses: See itemized report attached			
<i>Radio Advertising (see attached for detail)</i>			\$2,112.00
<i>Mileage for promo event at BJ's (July)</i>	20.00	\$0.545	\$10.90
<i>Lunches for promotional event at BJ's (July)</i>	12.00	\$10.00	\$120.00
Total			\$2,524.68

Summary of promotion performed: Any staff time reported was spent working with the radio station to approve radio spots or revise and any follow-up on charges to the MAWQCP program. All of the remaining charges included billing for the radio spots playing MAWQCP promotional messages.	
Estimated number of producers reached	#

Grand total \$0.00

I hereby certify that the above expenses were pre-authorized by the ACS and comply with the MAWQCP requirements as outlined in the request form contract.

SWCD Board's Authorized Representative

Date

Area Certification Specialist

Date

Wabasha County Soil and Water Conservation District Data Practices Policy Data Subjects

Data about You

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

Classification of Data about You

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you: if you are an employee of a government entity, the fact that you work for the entity, and your job title and bargaining unit are public.

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you: Social Security Number. We can share your private data with you, with someone who has your permission, with the Wabasha County SWCD staff who need the data to do their work, and as permitted by the law or court order.

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you: if you register a complaint with a government entity concerning violations of state laws or local ordinances concerning the use of real property, your identity is confidential.

Your Rights under the Government Data Practices Act

This government entity must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

Note: Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data from You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you may use the consent form we provide.

- **Protecting your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

[Applies only to state agencies: In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.]

- **When your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 6. You may make your request by using the data request form on page 7.

If you choose not use to use the data request form, your request should include:

- that you are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; the more specific a request is in scope, the more expedited the process is likely to be in responding to a request.
- identifying information that proves you are the data subject, or data subject's parent/guardian.

This government entity requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity located on page 8.

How We Respond to a Data Request

Once you make your written request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 6.

We will also arrange for you to prepay for your copies.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time. In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

Wabasha County Soil and Water Conservation District

Responsible Authority

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 102

Data Practices Compliance Official

Dennis Stelling
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 111

Data Practices Designee(s)

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 102

Dennis Stelling
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 111

Copy Costs – Data Subjects

Wabasha County Soil and Water Conservation District

Winona County Soil and Water Conservation District charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

The District does not charge for copies if the cost is less than \$5.00.

You must pay for the copies and data before we will give them to you.

Actual Cost of Making Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is charged at the billable rate, as determined by the BWSR Billing Rate Calculator, of the employee doing the work. If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Data Request Form – Data Subjects

Wabasha County Soil and Water Conservation District

Date of request: _____

To request data as a data subject, you must show a valid state ID, such as a driver’s license, military ID, or passport as proof of identity.

I am requesting access to data in the following way:

Inspection

Copies

Both inspection and copies

Note: inspection is free but we charge for copies when the cost is over \$5.00.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Data subject name _____

Parent/Guardian name (if applicable) _____

Address _____

Phone number _____ Email address _____

Staff Verification

Identification provided _____

We will respond to your request within 10 business days.

Standards for Verifying Identity

Wabasha County Soil and Water Conservation District

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID

- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID

- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage

- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

Wabasha County Soil and Water Conservation District Data Practices Policy Members of the Public

SUMMARY - Fee Schedule

This fee schedule is not exhaustive since the Wabasha County SWCD Supervisors may adopt or change fees in various formats that may not be reflected here.

SERVICE	Fee
Copies (8.5x11)	\$0.25 per side
Copies (11x17)	\$1.00 each
Copies on DVD	\$10.00/DVD
Copies on CD	\$10.00/CD
Commercial use fee	\$50.00/request

Data Practices Policy for Members of the Public

Right to Access Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that this government entity must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that this government entity keeps, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 4. You may make your request for data by written request using the data request form on page 6.

If you choose not to use the data request form, your request should include:

- that you, as a member of the public, are making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13;
- whether you would like to look at the data, get copies of the data, or both; and
- a clear description of the data you would like to inspect or have copied.
- The more specific a request is in scope, the more expedited the process is likely to be in responding to a request.

This government entity cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your written request, we will work to process it.

- If we do not have the data, we will notify you in writing as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you in writing as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:

- arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
- provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 5.

We also will arrange for you to pre-pay for the copies.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Government Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pre-pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on page 6 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Data Practices Contacts

Wabasha County Soil and Water Conservation District

Responsible Authority

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 102

Data Practices Compliance Official

Dennis Stelling
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 111

Data Practices Designee(s)

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 102

Dennis Stelling
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 565-3356 ext. 111

Copy Costs – Members of the Public

Wabasha County Soil and Water Conservation District

Wabasha County Soil and Water Conservation District charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3 (c).

The District does not charge for copies if the cost is less than \$5.00. You must pay for the copies and data before we will give them to you.

For 100 or Fewer Paper Copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is charged at the billable rate, as determined by the BWSR Billing Rate Calculator, of the employee doing the work. If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Commercial Use Fee-\$50

Agencies have the right to charge an additional fee for public records that they believe have a commercial value. This is authorized under MN Statute 13.03 subd 3(d), which reads:

“(d) When a request under this subdivision involves any person's receipt of copies of public government data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the government entity, the responsible authority may charge a reasonable fee for the information in addition to the costs of making and certifying the copies. Any fee charged must be clearly demonstrated by the government entity to relate to the actual development costs of the information. The responsible authority, upon the request of any person, shall provide sufficient documentation to explain and justify the fee being charged.”

Data Request Form – Members of the Public

Wabasha County Soil and Water Conservation District

Date of request: _____

I am requesting access to data in the following way:

Inspection

Copies

Both inspection and copies

Note: inspection is free but we charge for copies when the cost is over \$5.00.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Name: _____

Address: _____

Phone number: _____ Email address: _____

You do not have to provide any of the above contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

We will respond to your request as soon as reasonably possible.

Wabasha County Soil and Water Conservation District

Request (to release) from Government

It is necessary for a government entity to release an individual's private data to an outside entity or person. The entity must get the individual's informed consent because the entity does not have statutory authority to release the data, or the outside entity/person was not named in the Tennessee warning.

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to Terri Peters, Responsible Authority or Dennis Stelling, Data Practices Compliance Official before you sign it.

- You have the right to choose what data we release. This means you can let us release all of the data, some of the data, or none of the data listed on this form. Before you give us permission to release the data, we encourage you to review the data listed on this form.
 - You have the right to let us release the data to all, some, or none of the persons or entities listed on this form. This means you can choose which entities or persons may receive the data and what data they may receive.
 - You have the right to ask us to explain the consequences for giving your permission to release the data.
 - You may give us permission to discuss the data released by this form with the outside entity. If you choose not to give permission, you may still allow us to release the data.
 - You may withdraw your permission at any time. Withdrawing your permission will not affect the data that we have already released because we had your permission to release the data.
-

I, _____, give my permission for The Wabasha County Soil and Water Conservation District to release data about me to _____ [name of other entity or person] as described on this form. I understand that my decision to allow release of the data to _____ [name of other entity or person] is voluntary.

1. The specific data that The Wabasha County Soil and Water Conservation District may release to _____ [name of other entity or person] are: _____ [explanation of data].

2. I understand The Wabasha County Soil and Water Conservation District wants to release the data for this reason: _____ [explanation of reason for the release].

3. I understand that although the data are classified as private at The Wabasha County Soil and Water Conservation District, the classification/treatment of the data at _____ [name of other entity or person] depends on laws or policies that apply to _____ [name of other entity or person]. [Include other known consequences.]

4. I give The Wabasha County Soil and Water Conservation District permission to discuss the data released by this consent form with _____. Check one.

- Yes, I give permission. Data will be released and discussed.
- No, I do not give permission. Data will be released but *not* discussed.

This authorization to release expires _____.

Individual data subject's signature _____ Date _____

Parent/guardian's signature [if needed] _____ Date _____

Wabasha County Soil and Water Conservation District

Request (to release) from Individual

*An individual asks the government entity to release his/her private data to an outside entity or person.
Because the entity does not have statutory authority to release the data, it must get the individual's
written informed consent.*

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to Terri Peters, Responsible Authority or Dennis Stelling, Data Practices Compliance Official before you sign it.

I, _____ give my permission for The Wabasha County Soil and Water Conservation District to release data about me to _____ as described on this form.

1. The specific data I want The Wabasha County Soil and Water Conservation District to release _____
[*explanation of data*].

2. I understand that I have asked The Wabasha County Soil and Water Conservation District to release the data.

3. I understand that although the data are classified as private at The Wabasha County Soil and Water Conservation District, the classification/treatment of the data at _____
[*name of other entity or person*] depends on laws or policies that apply to _____
[*name of other entity or person*].

This authorization to release expires _____.

Individual data subject's signature _____ Date _____

Parent/guardian's signature [*if needed*] _____ Date _____

2019 Wabasha County Soil and Water Conservation District Data Practices Policy

Fee Schedule

This fee schedule is not exhaustive since the Wabasha County SWCD Supervisors may adopt or change fees in various formats that may not be reflected here.

SERVICE	Fee
Copies (8.5x11 or 8.5x14)	\$0.25 per side
Copies (11x17)	\$1.00 each
Copies on DVD	Actual cost of time and materials based on the billing rate for the lowest paid employee that can perform the job of creating the DVD
Copies on CD	Actual cost of time and materials based on the billing rate for the lowest paid employee that can perform the job of creating the CD
Copies on flash drive or by email or other electronic means	Actual cost of time and materials based on the billing rate for the lowest paid employee that can perform the job of creating the copies
Commercial Use Fee	Pursuant to MN Statute 13.03 Subd 3 (d), we reserve the right to charge a fee of \$50.00 for public data which is deemed to have commercial value.

Copy Costs – Members of the Public

This government entity charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3 (c).

The District does not charge for copies if the cost is less than \$5.00.

Multiple requests within the same business day are considered a single request in determining the whether the minimum charge has been met.

You must pay for the copies and data before we will give them to you.

For 100 or Fewer Paper Copies – 25 cents per page

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual

cost of searching for and retrieving the data and making the copies.

Commercial Use-\$50.00

Pursuant to MN Statute 13.03 Subd 3 (d), we reserve the right to charge a fee of \$50.00 for public data which is deemed to have commercial value. Any fee charged must be clearly demonstrated by the government entity to relate to the actual development costs of the information. The responsible authority, upon the request of any person, shall provide sufficient documentation to explain and justify the fee being charged.

In determining the actual cost of making paper or electronic copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based on billable time of the employee doing aforementioned work based on current billing found using the Board of Water and Soil Resources (BWSR) billing rate calculator.

Copy Costs – Data Subjects

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

The District does not charge for copies if the cost is less than \$5.00.

Multiple requests within the same business day are considered a single request in determining the whether the minimum charge has been met.

You must pay for the copies and data before we will give them to you.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of materials onto which we are copying the data (paper, CD, DVD, etc.), mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is the billable rate of the employee doing the work requested as determined by the Board of Water and Soil Resources (BWSR) Billing Rate Calculator.

WABASHA SWCD LOCAL COST SHARE POLICY

Staff Credentials

The Wabasha Soil & Water Conservation District (District) will ensure staff has the necessary skill and training to install and maintain projects according to standards and specifications. Building credentials and maintaining or seeking certifications to retain knowledgeable staff is a high priority of the District. Budget allocation determined annually according to program work plans.

Technical expertise of the District includes:

- 4 Staff with USDA – Natural Resources Conservation Service Technical Approval Authority under Ecological and/or Engineering Science

When professional engineering is required or specific conservation practices require expertise above current technical capacity, the District will utilize professional engineers or staff from consultants, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, USDA – Natural Resources Conservation Service (NRCS), the Joint Powers Board and The Nature Conservancy.

Delegation

Landowner contracts for the installation of conservation practices and supporting project documents such as cost share vouchers will be signed by the Technical Representative, the District Board Chair (as needed) and the landowner.

Noncompliance

Cost Share contract noncompliance will be reviewed by the District Board in consultation with the District Manager and Technical Staff. Resolution with the landowner will be attempted through corrective actions or alternative avenues. Unresolved issues that the District Board is not able to address will be taken to the County attorney for resolution.

General Policies Applied to all Funding Programs (including nonstructural policies)

- All funding program contracts and requests for payment require the approval of the District and the District Board of Supervisors (Board).
- All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the District Board as it deems appropriate.
- The landowner shall allow District staff access to property for which the installed conservation practice is located during the life of the contract. The installed practice will be subject to periodic inspections by District staff.
- Applicants are responsible to submit application forms, project plans and cost estimates as requested by the District in sufficient detail for the District to complete its review.
- Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the applicant to complete the project, shall be estimated at:
 1. General Labor rate of \$15-\$25 per hour. (Date, times and activity must be documented)
 2. Labor rate greater than \$25 per hour and less than \$50 hour, i.e. chainsaw, brush cutting. (Date, times and activity must be documented)
 3. Labor rate of \$50 per cubic yard for concrete work.
 4. Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at a minimum of \$60 per hour. (Date, times and activity must be documented)
 5. Materials: \$8 per ton for gravel, \$5 per yard for sand.

6. Professional or semi-professional services, i.e. engineering, contracting for prescribed burns, labor rate up to \$75 per hour. (Date, times and activity must be documented)
7. Invasive plant management will be paid a minimum of \$200/acre rate depending on technical evaluation of the site and Board approval.
8. Vegetative plantings (including site prep and native seed used) will have a minimum payment of \$200/acre depending on technical evaluation of the site and Board approval.
9. \$30/acre for Cover Crop planting.

- Unless otherwise approved by the District Board, a portion of a project becomes ineligible for funding if construction begins on that portion before a cost share contract has been approved.
- Upon District Board approval, the applicant will receive a letter with a copy of the executed cost share contract stating what practice(s) have been approved, the funding amount, time schedule to start, completion date and an Operation and Maintenance Plan (OMP).
- Work on the practice shall not start until the District Board has approved a cost share contract at an official meeting. If work begins before the contract has been approved, the practice is not eligible for funding.
- The project must be completed in compliance with the terms and conditions of the Cost Share Program Contract and maintained in compliance with the OMP (See Contract and O&M Plan).
- The applicant is responsible to pay, in full, all receipts and invoices directly to the contractor or vendor.
- The funding amount will not exceed the amount specified on the original cost share contract. The landowner, prior to completion of the project, shall obtain a District Board approved contract amendment to increase funding amounts depending on available funding.
- At project completion the District Staff or consultant with the proper Technical Approval Authority shall verify if the practice is complete and meets standards and specifications before final payment is issued. The applicant must submit seed tags, invoices or receipts of actual costs in sufficient detail for the District's review. Requests for reimbursement shall include a Voucher and Practice Certification Summary Form.
- A one-time cost share reimbursement payment will be made upon certification that the project has been installed and completed to specifications. To receive a partial payment the landowner will need to meet with technical representative to assess progress of work, submit all invoices from contractors to-date to the Board for approval.
- District Technical Standards include, but are not limited to, the most current: MPCA Protecting Water Quality in Rural Areas, NRCS Field Office Technical Guide (eFOTG), Minnesota Department of Agriculture BMP, University of MN BMP and MN Department of Natural Resources standards.
- Compliance inspection intervals will be based on minimum State requirements, the amount of total project funding received and the complexity of the project. District staff will develop a process for compliance inspection intervals.

Policies Applied to the Nonstructural Land Management Practices and Vegetative Practices

- Include all the above mentioned.
- It is the District's goal to support and leverage federal USDA – Environmental Quality Incentive Program (EQIP) funding through the District technical assistance.

- If USDA – Conservation Reserve Program (CRP) dollars are secured for a project, the landowner must sign a Freedom of Information Act release form that allows the District access to applicable information with the landowners CRP project case file.
- The landowner is responsible for the O&M of practices applied under this program to ensure the conservation objective of the practice is achieved for the minimum amount of time specified in the contract.
- If the title to the land where the practice is installed is transferred to another party before the expiration of the life of cost share contract, it shall be the responsibility of the land occupier or landowner who signed the contract to advise the new owner that the contract is in force.
- The practice shall be seeded according to project design requirements. Mulching, erosion control blanket or other erosion control devices may also be required. These items shall be completed or agreed to before certification and approval of the practice. A soils test may be required depending on practice or seed mix.
- A list of some (not all) practices and programs utilizing funds. Practices shall meet NRCS eFOTG standards unless otherwise noted by technical staff.
 1. NRCS eFOTG practices included but not limited to: 314 – Brush Management, 315 – Herbaceous Weed Control, 327 – MN Conservation Cover, 338 – Prescribed burning, 528 – Biological Brush Management and Biological Herbaceous Weed Control, 342 – Critical Area Planting, 666 – Forest Stand Improvement
 2. Vegetative reestablishment between field and forest edge. NRCS eFOTG practices included but not limited to: 386 – Field Border, 327 – Conservation Cover, 338 – Prescribed Burning, 612 – Tree/Shrub Establishment and 490 - Tree/Shrub Site Preparation
 3. Buffer Law – assistance with vegetative establishment if CRP is not an option. NRCS FOTG practices included but not limited to: 391- Riparian Forest Buffer, 327 – Conservation Cover, 393 – Filter Strip, 386 – Field Border
 4. Contour Strips - NRCS eFOTG practices included but not limited to: 332 – Contour buffer strip
 5. Cover crops - NRCS eFOTG practices included but not limited to: 340 – cover crop



**NONSTRUCTURAL LAND MANAGEMENT PRACTICES (NLMP)
IMPLEMENTATION PLAN REQUEST FORM
FY 2018 CONSERVATION COST-SHARE BASE GRANT**

(Period of January 24, 2019-December 31, 2019) For
The Erosion Control and Water Management Program

January 24, 2019

SWCD: Wabasha SWCD

Contact: Terri Peters

Briefly describe the District's proposed local policy and implementation plan for incorporating nonstructural land management practices into your conservation cost-share program by answering the following questions. A maximum of three pages, not including the signature page is allowed for your answers.

1. What prioritized, targeted and measurable actions have been taken to insure that there is a direct erosion control and water quality connection to an identified large scale plan?

Targeted watersheds will include the Lower Zumbro River and Whitewater River. Practices identified within the nonstructural land management plan for Wabasha County address the following items in the County's Local Water Plan: 1. Soil Erosion and 2. SSTS/Wells/Groundwater. The Wabasha County Water Plan, received feedback in these priority concerns that are also addressed in the Whitewater Watershed Project, Whitewater Landscape Plan and the Zumbro WRAPS. The use of cover crops will assist addressing Priority Item 1 in the Water Plan. The use of cover crops is recognized as one of many strategies in the Zumbro WRAPS to aid the goal of reducing sedimentation and phosphorous. Feedback on this priority also came from Whitewater Watershed Project to work through soil health to increase infiltration to reduce runoff and erosion through the implementation of cover crops. Wabasha's nonstructural plan recognizes the benefits of using cover crops as a BMP within their strategies, goals, and implementation schedules as a means to address runoff from agricultural lands.

Item 2 in the Water Plan will benefit from the use of cover crops and utilizing contour stripping (slow water, trap sediment and nutrients). The Karst geology of Wabasha County makes it unreasonable to separate surface water from groundwater as the two can be closely tied via sinkholes.

A majority of the land in Wabasha County plan area is farmland. This predominant land use emphasizes the need for good soil health, as healthy soils drive the sustainability of agricultural production. Healthy soils perform several essential functions, including cycling nutrients and regulating water flow. As such, managing to improve soil health may increase its nutrient cycling capacity, providing financial benefits to the producer by reducing the need for extra, synthetic inputs. Additionally, managing for healthy soil may improve organic content of soils, thereby improving phosphorous and soil retention.

Most of the agricultural land in the county is left without cover once crops are harvested. To encourage maintaining cover, and for the overall soil benefits they provide, cover crops will be prioritized as a BMP that we can facilitate. Priority will be given to fields planted to soybeans, sweet corn, peas and corn silage or any crop where harvesting the field crop will leave the soil in a condition where it is vulnerable to sheet and rill erosion.

2. How and what technical assistance will be provided to land occupier to insure a whole farm or field scale conservation plan is developed and implemented?

Some purposes of implementing cover crops on agricultural lands is to address sheet and rill erosion, increase soil health and to capture and recycle excess nutrients. A visit to the field and/or fields will be made by qualified SWCD staff to ensure that other resource concerns may be addressed. For example, staff will note any gully formations along field edges and suggest BMP's to address said gully. In addition, staff will discuss crop rotation, contour farming, manure management, etc. with the land occupier as a means to understand the land occupier's farming goals and methods. Staff will work with the land occupier to develop a conservation plan for the field(s) of interest with the use of IET being used to help quantify inadequacies. Recommendations for BMP's will be made for deficiencies noted during the planning process. The upland drainage areas will also be monitored for land use, slope and erodibility to ensure that the practices being installed are suitable for the planned location.

3. List the types of nonstructural land management practices that will be eligible for financial assistance. What specific FOTG standards will be used for these practices? What will be the effective life of these practices?

Cover Crop (340), under the MN Index to Practice Standards will be eligible for financial assistance. FOTG standards will be met for all standards. Goal of the practice is for ongoing adoption after the 3 years. Producers will be expected to establish a cover crop after removal of a field crop each year for a minimum of 3 years with payment after establishment of a cover crop after the first year. Spot checks of contracted acres will be made after each year's establishment.

4. What will be proposed flat rates OR the maximum percentage based on invoices and receipts for the listed practices and, if flat rates are being proposed, how did you determine the feasibility of these rates? Will there be any other program funding being paid on these practices?

Upon completion and signature of a flat rate "Wabasha SWCD Cover Crop Incentive Program CONSERVATION PRACTICE ASSISTANCE CONTRACT" and successful seeding of the initial cover crop in year 1, a rate of \$30 per acre will be allocated to a land occupier with a MINIMUM of 10 acres per land occupier for 3 years (i.e. \$30 x 10 acres x 3 years = \$900). This rate was established by calculating current, typical seed cost of drilling a single species winter annual such as Cereal Rye at recommended rates along with the per acre cost to rent a no-till drill. The land occupier may incur additional expenses for fertilizer, labor, and equipment.

5. How will the District implement contracts with land occupiers for technical assessments, conservation planning, practice implementation and technical certification, payment schedule within the timelines of the grant agreement and practice noncompliance issues?

District technicians will utilize the "MN Cover Crop Design Worksheet" along with recommendation for seeding dates and rates as set forth by the University of Minnesota or the Midwest Cover Crop Council. A one-time payment will be made after successful seeding of the 1st year cover crop with the requirement to establish a cover crop on the given field for 2 consecutive years with the 3rd year being on the same field or different field to accommodate crop rotations. For all practices Wabasha SWCD will be entering into a 3 year contract with the land occupier and land owner and will be subject to yearly inspections. Inspections will note compliance with the individual's operation and maintenance plan and address noncompliance with the practice. Non-compliance with the program will follow BWSR's Grants Administration Manual" {GAM) guidelines with the goal of bringing the land occupier into compliance. If there is a failure to maintain compliance, the land occupier is liable to the SWCD for up to 150% of the flat-rate payment received.

6. What are your proposed O&M procedures and policy to ensure these practices are incorporated into the farming operation? Will this result in a modified operation, maintenance and site inspection program for nonstructural land management practices as per BWSR GAM policy? And, if yes, what are those modifications.

We plan to use the standard BWSR Practice Site Inspection Form from the BWSR website on follow-up inspections. Operation and Maintenance procedures will follow the NRCS standards for the applicable practice. For Cover Crop (340) an operator: 1.) should control growth of the cover crop to reduce competition from volunteer plants and shading, 2.) control weeds in the cover crop by mowing or herbicide application, 3.) control soil moisture depletion by selecting water efficient plant species and terminating the cover crop before excessive growth, 4.) evaluate the cover crop to determine if the cover crop is meeting the planned purposes(s), 5.) if the cover crop is not meeting the purpose(s) adjust the management, change the species of cover crop, or choose a different technology.

O&M procedures will require establishment of cover crop each year for 3 years based on NRCS standard. At this time there are no expected changes planned for a modified operation, maintenance, and site inspection program for non-structural land management practices based on the plan to include cover crops as a practice.

7. Is there any other information you would like to provide at this time?

Some flexibility will be granted to land occupiers allowing them to rotate the cover crop fields to fit the crop rotation on a given farm. Total acres of cover crop planted per year will need to equal or exceed the contracted acres in order to maintain compliance.

SIGNATURE PAGE

Requested By:

SWCD Chair Signature

Date

Approved By:

Board Conservationist Signature

Date

BCs will attach a copy of the approved request form under the Attachments Tab of the grant record in ELINK.

Wabasha Soil and Water Conservation District
District Regular Board Meeting
December 27, 2018
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER** – Meeting called to order by Chair Roland Wood at 8:05 a.m.
Supervisors Present: Roland Wood, Chair; Terry Helbig, Vice Chair; Chuck Fick, Secretary;
Tom Gosse, Treasurer; Nate Arendt, Member

Staff Present: Terri Peters, District Manager; Dennis Stelling, SWCD

Others Present: Larry Thiesmann, Board member elect; Lynn Zabel, Board member elect

- II. **PLEDGE OF ALLEGIANCE**

- III. **AGENDA**

Addition of item B. under Payment of monthly bills

Addition of ii. Under Upcoming events

Addition of items O. and P. under New Business

Moved by Helbig, seconded by Gosse to approve the agenda with the addition of above listed items

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

- IV. **PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

- V. **CONSENT AGENDA -Board Action**

A. Casey Leonhardt AgBMP Loan Request for \$200,000.00

Moved to item Q. under new business due to the amount of the request

- VI. **SECRETARY'S REPORT**

A. November 27, 2018 Meeting Minutes-**Board Action**

Moved by Gosse, seconded by Helbig to approve the minutes from the November 27, 2018 meeting as presented

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

- VII. **TREASURER'S REPORT:**

A. October Program record (Tabled at the November Meeting. Need a motion to take off table before discussing and motion to accept)-**Board Action**

Moved by Helbig, seconded by Arendt to take the October program record off the table

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

Moved by Helbig, seconded by Gosse to approve the October program record

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

B. November Program Record-**Board Action**

Moved by Helbig, seconded by Gosse to approve the November program record

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

C. District Financial Statements-**Board Action**

Moved by Helbig, seconded by Fick to approve the November Financial Statements

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Bills Plus Supervisor's expenses statement provided at meeting-**Board Action**

Moved by Helbig, seconded by Gosse to approve payment of monthly bills in the amount of \$6,925.85, plus supervisors' expenses

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

B. Authorize payment of SWCD contribution to employee's HSA accounts-**Board Action**

Moved by Helbig, seconded by Fick to authorize payment of SWCD contribution to employees' Health Savings Accounts for 2019, paid in 2019.

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Roland Wood

B. County Commissioners – None present

C. District Manager Report – Terri Peters

D. NRCS Report – None presented

E. Ecological Technician Report – Jen Wahls

F. District Technician Report- Mitch Rigelman

G. District Technician Report- Bill Wayne

H. Admin Assistant Report- Dennis Stelling

X. OLD BUSINESS

A. Drone license training-**Board Discussion/Action**

No Action taken as plans are in the process for group training among area SWCD's

XI. NEW BUSINESS

- A. Employee Policy Resolution 12272018-1-**Board Action**
Moved by Fick, seconded by Gosse to move to the work session portion of the meeting
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried
- B. NATURAL RESOURCES CONSERVATION SERVICE (NRCS) UNITED STATES
DEPARTMENT OF AGRICULTURE (USDA)-ACKNOWLEDGMENT OF SECTION 1619
COMPLIANCE-**Board Action**
Moved by Helbig, seconded by Arendt to approve the NRCS/USDA Acknowledgement
of Section 1619 Compliance
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried
- C. Bill Miller contract LMFR-17RCPP-3WAB amendment #1 Install date amendment
from 12/31/2018 to 05/31/2019-**Board Action**
Moved by Arendt, seconded by Helbig to approve Bill Miller Contract LMFR-17RCPP-
3WAB amendment #1 moving install date from 12/31/18 to 5/31/2019
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried
- D. Tom Miller contract 17-Capacity-1 voucher payment for \$600.00 year 2 payment
(340 Cover Crops, Capacity \$1,800)-**Board Action**
Moved by Fick, seconded by Gosse to approve Tom Miller Contract 17-Capacity-1
voucher payment for \$600.00 for year two payment
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried
- E. Jeremy Holst contract 17-Capacity-3 voucher payment for \$600.00 year 2 payment
(340 Cover Crops, Capacity \$1,800)-**Board Action**
Moved by Fick, seconded by Helbig to approve Jeremy Holst Contract 17-Capacity-3
voucher payment for \$600.00 for year two payment
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried
- F. Dan Wagner contract 16-CapacityCC-1 voucher payment for \$600.00 final payment
(340 Cover Crops, Capacity \$1,800)-**Board Action**
Moved by Helbig, seconded by Arendt to approve Dan Wagner contract 16-
CapacityCC-1 Voucher payment for \$600.00 final payment
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried
- G. Dean Klein contract 16-CapacityCC-4 voucher payment for \$600.00 final payment
(340 Cover Crops, Capacity \$1,800)-**Board Action**
Moved by Fick, seconded by Gosse to approve Dean Klein contract 16-CapacityCC-4
voucher payment for \$600.00 final payment
Affirmative: Arendt, Fick, Gosse, Helbig, Wood
Opposed: None
Motion Carried

H. Eric Klein contract 16-CapacityCC-5 voucher payment for \$600.00 final payment (340 Cover Crops, Capacity \$1,800)-**Board Action**

Moved by Fick, seconded by Arendt to approve Eric Klein contract 16-CapacityCC-5 voucher payment for \$600.00 final payment

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

I. Joe Flynn contract 16-CWMA-1 voucher payment for \$4,000.00 (314 Brush Management, CWMA \$4,000)-**Board Action**

Moved by Helbig, seconded by Fick to approve Joe Flynn contract 16-CWMA-1 voucher payment for \$4,000.00

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

J. Larry Mischke contract 17-Capacity-6 voucher payment for \$600.00 (340 Cover Crops, Capacity) on year 2 of contract PENDING Technical Signatures-**Board Action**

Moved by Fick, seconded by Gosse to approve Larry Mischke contract 17-Capacity-6 voucher payment for \$600.00 for year two payment pending technical signatures

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

K. Stacy Miller contract LMF-17313RCPP-1WAB voucher payment for \$108,732.69 (Practice 313- Waste Storage Facility)-**Board Action**

Moved by Fick, seconded by Gosse to approve Stacy Miller contract LMF-17313RCPP-1WAB voucher payment in the amount of \$108,732.69

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

L. Federal mileage rate for 2019 is set at \$.58/mile-**Board Information**

M. Recognition of outgoing Board of Supervisors members-**Board Information**

Moved to end of meeting following closed session

N. Upcoming Events

i. Swearing in Ceremony of newly elected board members January 2, 2019 in the courtroom of The Honorable Judge Niesen, Criminal Justice Center- 8:15 am.

ii. Minnesota Campaign Finance Board Annual Recertification due by January 28, 2019.

O. MASWCD Legislative Briefing and Day at the Capital, March 5-6, 2019-**Board Discussion/Action**

Moved by Helbig, seconded by Fick to approve sending the District Manager and two board members to the MASWCD Legislative Briefing and Day at the Capital, board members attending to be determined

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

P. Mary Honermann contract 16-CWMA-9 cancellation for \$210.00 (Practice 338 Prescribed Burning). Did not complete work prior to expiration of contract and grant-**Board Action**

Moved by Arendt, seconded by Gosse to approve Mary Honermann contract 16-CWMA-9 cancellation in the amount of \$210.00

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

Q. Casey Leonhardt AgBMP Loan Request for \$200,000.00-Board Action

Moved by Helbig, seconded by Gosse to approve Casey Leonhardt AgBMP loan request in the amount of \$200,000.00

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

XII. Board Reports

A. WW – *Fick updated on the activities of the WW JPB*

B. One Watershed, One Plan- *Helbig updated on the initial meeting of the 1W1P board*

XIII. Closed Session- Board Action Meeting Closed at 9:46 a.m.

A. Personnel Review

i. Dennis Stelling

ii. Mitch Rigelman

iii. Jen Wahls

iv. Bill Wayne

B. District Manager Terri Peters personnel review

C. 2019 wage discussion

XIV. Open Session-Board Action

Moved by Helbig, seconded by Gosse to open meeting

Meeting Opened at 11:07 a.m.

A. Adoption of Wabasha County Wage Scale as Wabasha SWCD wage scale-Board Action

Moved by Fick, seconded by Arendt to adopt the Wabasha County Wage Scale as the Wabasha SWCD wage scale, effective for 2019

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

B. 2019 wage schedule-Board Action

Moved by Fick, seconded by Helbig to approve the recommendation of the personnel committee as presented for the 2019 wage scale for SWCD employees as follows:

Dennis Stelling Grade 8, Step 1

Bill Wayne Grade 7, Step 1

Mitchell Rigelman Grade 7, Step 1

Jennifer Wahls Grade 11, Step 1

Terri Peters Grade 16, Step 1

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

XV. Recess as determined by Board- Chair Action

No Recess taken

XVI. Work Planning Session

A. Employee Policy Resolution 12272018-1-Board Action

D

Red=Mileage
 Blue=Billable time Charges
 Orange=Adjustment of program to reduce County Funds
 Green=Adjustment of Negative Programs with no funds coming to equal zero and reduce County/District funds.

Cash			District Funds		
Balance of all cash on hand checking, savings, and investments.			Funds come primarily from fees for services, and tree sales.		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
12/31/2018					
Beginning Balance					\$269,459.71
GENERAL LEDGER ACCOUNTS					\$269,459.71
Sales Tax Liability					\$269,459.71
CD Cashed					\$269,459.71
REVENUE ACCOUNTS					\$269,459.71
Intergov. Rev. - County			51,635.52		\$269,459.71
Intergov. Rev. - State					\$269,459.71
Intergov. Rev. -Federal					\$269,459.71
Charges for Goods & Services			\$1,600.94	\$1,600.94	\$271,060.65
Interest - CD's					\$271,060.65
Interest - Money Market			\$862.33	\$862.33	\$271,922.98
Other					\$271,922.98
EXPENDITURE ACCOUNTS					\$271,922.98
Personnel Services			\$158.00	\$25,105.57	\$246,975.41
District Operations				2,646.58	\$244,328.83
Supplies					\$244,328.83
Mileage from Log (only GMC recorded)					\$244,528.86
Project Expense-Local					\$244,528.86
Project Expense-State			117,171.08		\$244,528.86
Project Expense-Federal					\$244,528.86
Distribute Hours Worked				\$27,493.84	
12/31/2018 Ending Balance			\$54,256.79	\$144,942.51	\$272,022.70

Petty Cash			2017 County Funds			2018 County Funds			FY2018 Conservation Delivery		
County allocation received in June and December Included LWM Levy and WCA match amounts			County allocation received in June and December Included LWM Levy and WCA match amounts			County allocation received in June and December Included LWM Levy and WCA match amounts			P18-1794, \$19,619 grant period 1/2/2018 to 12/31/2020 (The District records only administrative costs here, admin is recorded here as tracking tool of admin. Costs, once expended District/County funds are reduced)		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$40.07	\$17.24	\$78.59	\$0.00	\$0.00	\$0.00	\$1,244.44	\$11,902.57	(\$67,980.65)	\$0.00	\$0.00	\$0.00
	\$19.28					\$51,635.52					
\$0.00	\$19.28	\$59.31	\$0.00	\$0.00	\$0.00	\$51,635.52	\$10,648.88	(\$26,994.01)	\$10,321.52	\$0.00	\$0.00
							\$10,576.39		\$10,321.52	\$10,321.52	

FY2019 Conservation Delivery			FY 2018 Easement Delivery			FY 2017 State Cost Share			FY 2018 State Cost Share		
			Work Order No. 79-17-W001, grant period 9/13/2017 to 1/31/2022			P17-1259, \$15,401 grant period 8/24/2016 to 12/31/2018 (\$3080.20 allowed for TA)			P18-2837, \$15,401 grant period 1/3/2018 to 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$19,619.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,271.62	\$0.00	\$627.76	\$12,320.80
\$0.00	\$0.00	\$19,619.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,271.62	\$0.00	\$0.00	\$12,320.80

FY 2019 State Cost Share			2016 SWCD Local Capacity Services				2017 SWCD Local Capacity Services			
			FY2016 \$100,000 P16-8533 Grant Period 12/16/2015 to December 31, 2018				FY2017 \$100,000 P17-7085 Grant Period 03/09/2017 to December 31, 2019			
Receipts	Disbursements	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$0.00	\$15,401.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$1,200.00	\$0.00	\$23,375.58
			\$1,800.00				\$1,800.00			
\$0.00	\$0.00	\$15,401.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$21,575.58

2018 SWCD Local Capacity Services				2019 SWCD Local Capacity Services				FY18 LWM			
FY2018 \$100,000 P18-7145 Grant Period 01/03/2018 to December 31, 2020				FY2019 \$100,000				P18-2937 \$14,177 Levy match required grant period 2/5/2018 to 12/31/2020			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$7,352.79	\$0.00	\$37,227.17	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$53.31	\$0.00	\$82.18
	\$46.33								69.39		
	\$7,918.46								\$12.79		
\$0.00	\$7,964.79	\$0.00	\$29,262.38	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$82.18	\$0.00	\$0.00

FY19 LWM				FY17 Wetland Conservation (NRBG)				FY18 Wetland Conservation (NRBG)			
\$14,177 Levy match required grant period				P17-4500 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 9/22/2016 to 12/31/2018				P18-0964 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$0.00	\$0.00	\$14,177.00	\$0.00	\$1,492.13	\$4,699.16	\$1,635.34	\$0.00	\$0.00	\$12,118.00	\$12,118.00
					\$1,378.74	\$4,699.16			\$258.37	\$5,252.82	
					\$256.60						
\$0.00	\$0.00	\$0.00	\$14,177.00	\$0.00	\$1,635.34	\$0.00	\$0.00	\$0.00	\$258.37	\$6,865.18	\$11,859.63

FY19 Wetland Conservation (NRBG)				Fillmore WCA Shared Service (NRBG)				FY2016 CWMA		
\$12,118 1:1 match required (match must still be met no \$ received for match) grant period								C16-3353 \$15,000 25% cash or in-kind match required, effective date 6/17/2016. 50/40/10		
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$0.00	\$12,118.00	\$3,863.22	\$166.79	\$0.00	(\$1,138.50)	\$0.00	\$76.98	\$2,638.54
									\$4,040.00	
					\$731.31				\$243.77	
\$0.00	\$0.00	\$0.00	\$12,118.00	\$0.00	\$731.31	\$0.00	(\$1,869.81)	\$0.00	\$4,283.77	(\$1,645.23)

FY2018 AGWQ Initiative (AgCertainty)			FY2018 MDA WEED Grant			CRP/CCRP		
\$2500 for landowner outreach and promotion			SWIFT Contract/PO No. 3000027693 140471 Grant executed 4/27/2018 exiration 11/16/2018 for \$20,000			Bill per plan when we have contribution agreement		
	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$672.00	\$1,417.86	\$0.00	\$25.66	\$5,930.62	\$0.00	\$0.00	(\$0.00)
	\$720.00							
	\$33.58			\$115.47				
\$0.00	\$753.58	\$664.28	\$0.00	\$115.47	\$5,815.15	\$0.00	\$0.00	(\$0.00)

Volunteer Nitrate Monitoring			FY2018 Buffer Initiative (BWSR)			FY2019 Buffer Initiative (BWSR)			2017 MN Land Trust		
Bill quarterly for work done as requested by SEMNWRB			P18-3662 \$20,000, Grant period 1/2/2018 - 12/31/2020			\$20,000, Grant executed					
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance			
\$42.67	\$0.00	(\$173.28)	\$0.00	\$0.00	\$5,231.22	\$0.00	\$0.00	\$20,000.00		\$0.00	\$0.00
				\$33.79							
				\$391.24							
\$0.00	\$0.00	(\$173.28)	\$0.00	\$425.03	\$4,806.19	\$0.00	\$0.00	\$20,000.00		\$0.00	\$0.00

319 Funding			2017 RCPP			2018 Buffer Implementation			CREP/RIM		
Small Feedlot Fix-Reimbursable			Regional Conservation Partnership Program. EQIP plus State Funds for Lower Mississippi Feedlot Management in Minnesota. 300 to 500 animal units. Funds through JPB			P18-5519 2018 Buffer Cost Share (Wabasha SWCD) executed 7/20/2017 expiration 12/31/2019			P18-6398 1018-CREP Outreach and Implementation (Wabasha SWCD) executed 11/30/2017 expiration 06/30/2020 \$29,250.00 available and reimbursed as reported.		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$688.85	\$1,254.20	(\$3,220.39)	\$0.00	\$101.26	\$147,826.72	\$0.00	\$442.91	\$2,324.34	\$0.00	\$115.47	(\$3,826.81)
				\$15.81							
				108,732.69							
	\$901.83			\$450.92							
\$0.00	\$901.83	(\$4,122.22)	\$0.00	\$109,199.42	\$38,627.30	\$0.00	\$0.00	\$2,324.34	\$0.00	\$0.00	(\$3,826.81)

N Fork Zumbro Mazeppa

Fiscal Agent for project

Receipts	Disbursements	Balance
\$0.00	\$108.59	(\$108.59)
	\$77.56	
\$0.00	\$77.56	(\$186.15)

Moved by Helbig, seconded by Fick to approve Employee Policy Resolution 12272018-1

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

B. Work Plan for 2019-**Board discussion/Action**

Moved by Helbig, seconded by Fick to approve the Staffing Model for 2019

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

Moved by Arendt, seconded by Helbig to approve the Targeted Measurable Objectives for 2019

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

C. Recognition of outgoing Board of Supervisors members-**Board Information**

Retiring Board Members, Roland Wood and Tom Gosse, were presented with plaques recognizing their years of service to Wabasha SWCD by SWCD Secretary, Chuck Fick

XVII. Adjourn- Board Action

Moved by Helbig, seconded by Arendt to adjourn

Affirmative: Arendt, Fick, Gosse, Helbig, Wood

Opposed: None

Motion Carried

Meeting Adjourned at 12:05 p.m.

Respectfully Submitted,

Chuck Fick, Secretary

Conservation District of Wabasha Profit & Loss Budget vs. Actual

Cash Basis

December 2018

	Dec 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Charges for Services				
2017 MN Land Trust	0.00	416.67	-416.67	0.0%
Nitrate Monitoring Network	0.00	0.00	0.00	0.0%
Plat Book Sales	310.00			
Tree Sales	0.00	0.00	0.00	0.0%
Wetlands	0.00	200.00	-200.00	0.0%
Total Charges for Services	310.00	616.67	-306.67	50.3%
Intergovernmental Revenues				
County				
County Levy	0.00	3,120.00	-3,120.00	0.0%
County Regular Allocation	51,635.52	60,000.00	-8,364.48	86.1%
Local Water Management	0.00	7,088.50	-7,088.50	0.0%
Total County	51,635.52	70,208.50	-18,572.98	73.5%
Federal				
319	0.00	2,833.33	-2,833.33	0.0%
Federal - Other	0.00	1,700.00	-1,700.00	0.0%
Total Federal	0.00	4,533.33	-4,533.33	0.0%
State				
2016 CWMA	0.00	0.00	0.00	0.0%
Buffer Initiative	0.00	1,666.67	-1,666.67	0.0%
Conservation Delivery	0.00	1,634.92	-1,634.92	0.0%
Easement Delivery AllocationRIM	0.00	0.00	0.00	0.0%
FY17 Cost Share Base	0.00	0.00	0.00	0.0%
FY18 Capacity	0.00	0.00	0.00	0.0%
FY18 CREP	0.00	2,437.50	-2,437.50	0.0%
FY18 CWMA	0.00	0.00	0.00	0.0%
FY18 State Cost Share	0.00	0.00	0.00	0.0%
MAWQCP	0.00	2,166.67	-2,166.67	0.0%
MPCA- Miss. River Lake Pepin	0.00	0.00	0.00	0.0%
RCPP	0.00	0.00	0.00	0.0%
Total State	0.00	7,905.76	-7,905.76	0.0%
Total Intergovernmental Revenues	51,635.52	82,647.59	-31,012.07	62.5%
Miscellaneous				
Other				
Wetland - WCA	0.00	8,290.50	-8,290.50	0.0%
Other - Other	2.47			
Total Other	2.47	8,290.50	-8,288.03	0.0%
Total Miscellaneous	2.47	8,290.50	-8,288.03	0.0%
Total Income	51,947.99	91,554.76	-39,606.77	56.7%
Gross Profit	51,947.99	91,554.76	-39,606.77	56.7%
Expense				
District Operations				
Other Services and Charges				
Advertising Expense	0.00	166.67	-166.67	0.0%
Building Rent	864.13	875.00	-10.87	98.8%
Conferences and Conventions	389.10	416.67	-27.57	93.4%
Education and Information	0.00	291.67	-291.67	0.0%
Employee Education and Training	0.00	250.00	-250.00	0.0%
Employee Expenses	0.00	166.67	-166.67	0.0%
Employee Mileage	0.00	166.67	-166.67	0.0%
Equipment Maintenance	0.00	125.00	-125.00	0.0%
Fees and Dues	0.00	1,166.67	-1,166.67	0.0%
Insurance Expenses	0.00	0.00	0.00	0.0%
Internet Expense	70.95	108.33	-37.38	65.5%
Misc. Charges for Services	0.00	70.83	-70.83	0.0%
Postage	0.00	58.33	-58.33	0.0%
Professional Expenses				
Audit Fees	0.00	0.00	0.00	0.0%
Professional Expenses - Other	0.00	250.00	-250.00	0.0%
Total Professional Expenses	0.00	250.00	-250.00	0.0%
Subs. and Pubs.	36.82	66.67	-29.85	55.2%
Supervisor's Expenses	983.26	166.67	816.59	589.9%
Supervisor's Mileage	596.78	388.71	208.07	153.5%
Telephone Expense	144.25	133.33	10.92	108.2%
Vehicle Expenses				
GMC Vehicle Expense	178.81	291.67	-112.86	61.3%
Hyundia Tucson Vehicle Expense	88.17			
Total Vehicle Expenses	266.98	291.67	-24.69	91.5%
Total Other Services and Charges	3,352.27	5,159.56	-1,807.29	65.0%
Personnel Services				
Employee Salary Permanent	16,457.28	17,393.91	-936.63	94.6%
Employer Life and Health				
66000 - Payroll Expenses	4,490.26			
Employer Life and Health - Other	26.00	3,993.24	-3,967.24	0.7%
Total Employer Life and Health	4,516.26	3,993.24	523.02	113.1%
Employer Share FICA	1,093.52	1,078.42	15.10	101.4%
Employer Share Medicare	255.74	252.21	3.53	101.4%
Employer Share PERA	1,044.73	1,304.54	-259.81	80.1%
Supervisor's Compensation	0.00	1,000.00	-1,000.00	0.0%
Total Personnel Services	23,367.53	25,022.32	-1,654.79	93.4%
Supplies				
Field Supplies	18.24			
Office Supplies	871.11			
Total Supplies	889.35			
Total District Operations	27,609.15	30,181.88	-2,572.73	91.5%
Employer HSA contributions	0.00			
Project Expenditures				
District				
Tree Expense	0.00	0.00	0.00	0.0%

Conservation District of Wabasha Profit & Loss Budget vs. Actual

Cash Basis

December 2018

	Dec 18	Budget	\$ Over Budget	% of Budget
Total District	0.00	0.00	0.00	0.0%
Federal				
319 Feedlot Fix	0.00	2,500.00	-2,500.00	0.0%
Total Federal	0.00	2,500.00	-2,500.00	0.0%
State				
Ag Certainty Expense	9.00			
Ag Certainty Promotion Expense	720.00			
CWMA Expenses	40.00			
CWMA Payment	4,000.00	625.00	3,375.00	640.0%
FY16 Capacity Funding	1,800.00			
FY17 Capacity Funding	1,800.00	2,500.00	-700.00	72.0%
FY18 CWMA	0.00	625.00	-625.00	0.0%
LWM NRBG	69.39			
NRBG WCA-Wabasha SWCD	-3.00			
RCPP	108,732.69	0.00	108,732.69	100.0%
State Cost Share Proj. Expense	0.00	1,986.63	-1,986.63	0.0%
Total State	117,168.08	5,736.63	111,431.45	2,042.5%
Total Project Expenditures	117,168.08	8,236.63	108,931.45	1,422.5%
66900 - Reconciliation Discrepancies	-2.43			
Total Expense	144,774.80	38,418.51	106,356.29	376.8%
Net Ordinary Income	-92,826.81	53,136.25	-145,963.06	-174.7%
Other Income/Expense				
Other Income				
Interest Income				
Interest Earnings MM's	96.09			
Interest Income - Other	766.24	33.33	62.76	288.3%
Total Interest Income	862.33	33.33	829.00	2,587.2%
Total Other Income	862.33	33.33	829.00	2,587.2%
Net Other Income	862.33	33.33	829.00	2,587.2%
Net Income	-91,964.48	53,169.58	-145,134.06	-173.0%

Conservation District of Wabasha
Cash Balances
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
First State Bank	22,069.94
Money Market- Bank of Alma	99,999.12
Money Market First State Bank	47,357.88
Peoples State Bank Money Market	505,611.63
Petty Cash	56.88
Total Checking/Savings	675,095.45
Total Current Assets	675,095.45
TOTAL ASSETS	675,095.45
LIABILITIES & EQUITY	0.00

Staff Reports to the Board

January 24, 2019

Jen:

WCA – Fillmore County, TEP meeting on 1/23/19 review MPARS applications, 1 road project plan and 2 site visits; Wabasha County – TEP meeting 1/14/19 – reviewed proposed wildlife enhancement project, 1 site visit for snowmobile bridge, checked “waterway” for landowner received request to research potential wetland violation from County.

CREP/RIM – Spoke with 5 landowners expressing interest in learning about CREP.

Capacity - Pollution reducers for contracts and elink. Invited to present at Driftless Symposium in February.

CWMA – Final check off of one project. Site visits conducted and 2 contracts for brush management.

NRCS – Farm planning, conducting site visits and collecting information. Helped landowner sign up for EQIP

MDA – Update contract with CCM to align with grant project. Discussed additional projects with CCM regional manager.

LWM – Forestry Day planning. Selling trees.

Bill:

Capacity/NRCS

- We got out to look at a few possible projects including grade stabilization structures and waterways
- Along with looking at projects we surveyed a few waterways and have been working on designs
- I’ve also been meeting with landowners to go over waterway designs and we should have contracts for before spring
- Both Charlie and Chris have been helping design grade stabilization structures on CADD and hopefully with a little more practice we start to get the hang of things
- I’ve been helping Phillis with some of the engineering forms that go along with the EQIP applications
- I’m still working on entering all of the projects into the database

Envirothon

- I attended an Envirothon meeting in Dodge Center last week to get things rolling. This year’s event will take place May 8th at the Dodge Center conservation club once again.

Buffer

- I’ve been working on putting together a monitoring plan for the buffer initiative and will be presenting it during the meeting.

Dennis:

Year end reporting has been the bulk of my work since the December meeting. W2’s are out. 1099’s are out. All submitted to authorities.

2019
Board Policy, Operating Rules, Guidelines, and Bylaws



Wabasha Soil and Water Conservation District

Board of Supervisors

2019

Policy, Operating Rules, Guidelines and Bylaws

(TO BE REVIEWED ANNUALLY AT THE BEGINNING OF EACH YEAR)

MISSION STATEMENT

“The mission statement of the Wabasha Soil & Water Conservation District is to provide technical, financial, and educational assistance for land and water management in a way that promotes a sound economy and sustains and enhances natural resources.”

Wabasha County Soil and Water Conservation District

Board of Supervisors

District I		Lynn Zabel
District II		Chuck Fick
District III		Nate Arendt
District IV		Larry Theismann
District V		Terry Helbig

Office of the Board of Supervisors
Wabasha Soil & Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981
www.wabashaswcd.com

WABASHA SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS

RULES OF THE BOARD OF SUPERVISORS

INTRODUCTION

The Wabasha Soil and Water Conservation District (District) is a soil and water conservation district established and operated pursuant to Chapter 103C of Minnesota Statutes and governed by an elected Board of Supervisors (Board). These rules are intended to facilitate the transaction of business by the District Board and its committees.

These rules shall become effective upon passage by the District Board. Acceptance of the office of a District Supervisor constitutes acceptance of the obligation to abide by these Rules.

ARTICLE 1

TRANSACTING THE BUSINESS OF THE DISTRICT

- 1. Organizational Structure.** The business and affairs of the District shall be managed by the Board. It is collectively the responsibility of the Board to make policy and oversee the implementation of policy as the governing authority for the District. An individual Supervisor has no authority to act on behalf of the Board or the District, except to the extent such authority is expressly conferred upon him/her by a majority of the Board. The Board implements its policies by hiring, supervising and directing the District Manager. The District Manager is responsible for implementing policies adopted by the Board and for hiring, supervising and directing the staff of Wabasha SWCD.
- 2. Vacancies.** A vacancy in the Board resulting from the death, resignation, removal or disqualification of a Supervisor shall be filled by a majority vote of the remaining members of the Board. A Board Supervisor so appointed shall serve until a possible successor is elected. (Refer to 103c.305 subdiv. 6)

Board supervisors or other persons may suggest names of potential supervisors to the Board. These suggestions shall be submitted to the Board for consideration. The

Board may request additional information, such as a resume or statement of interest, in making its determination on the potential supervisor. The Board shall make it clear to the proposed supervisor that as part of their duties, they will be expected to agree to and follow all rules, guidelines, and/or bylaws in place for the Board. The Board shall vote on this recommendation, and it shall be passed if majority vote has been achieved.

3. Officers and Committees

1. **Terms of Office.** The term of each Board member is defined by Minnesota Statute.
2. **Chair.** In addition to such other powers or duties as the Board may stipulate, the Chair shall preside over the debate. The Chair shall sign all contracts and agreements on behalf of the District or designate such authority. The Chair shall have such other powers as may be granted by Minnesota law.
3. **Vice Chair.** If the Board shall elect a Vice Chair, the Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and shall perform such other duties as the Board may prescribe.
4. **Treasurer.** In addition to such other powers or duties as the Chair or the Board may prescribe, the Treasurer shall have such other powers as may be granted by Minnesota law. In the absence of the Treasurer, the chair shall be appointed to sign the Treasurer's report as submitted for approval.
5. **Secretary.** The Secretary shall attend all meetings of the Board and record or delegate all votes and the minutes of all proceedings in a book kept for that purpose. The Secretary shall also perform such other duties prescribed by the Board. In the absence of the Secretary, the Chair shall be appointed to sign the minutes as submitted for approval.
6. **Committees.** The Chairman may establish committees composed of one or two Supervisors to carry out the functions specified in the resolution of the Board establishing the Committee. Committees so established are subject at all times to the direction and control of the Board. These Rules apply to such committees and members of such committees to the same extent as they apply to the Board.
7. **Vacancy of a Committee Member.** If the office of any officer or committee assignment becomes vacant, the Supervisors then in office, although less than a quorum, may choose a successor, who shall hold office for the unexpired term with respect to which such vacancy occurred.

4. Meetings. The business of the Board is transacted during meetings and upon a vote of a majority of the Supervisors present. Board meetings shall be conducted in accordance with Minnesota Statutes Sections 103C.301-.335, the Minnesota Open Meeting Law, the Minnesota Government Data Practices Act, and Robert's Rules of Order at the discretion of the chair.

1. **Organizational Meeting.** Each January, the Board shall conduct an organizational meeting, which may be a regular monthly meeting, at which the Board shall elect a Chair, Vice Chair, Treasurer, and Secretary. Committees shall be appointed. Board members shall set the per diem and mileage rates and designate the financial institutions, official paper and date, time, and place of its regular monthly meetings. Rates cannot exceed those established by the state of Minnesota. Policy will be reviewed at this meeting, as well.
2. **Notice.** Meetings of the Board may be convened only after proper notice. The type of notice depends upon the type of meeting. The regular meeting of the Board shall be held on the dates and at the place and time established by the Board at its Organizational Meeting. The date, time and place of regular meetings shall be posted or published by the District Administrator or Administrative Assistant. If the time or place of a regular meeting is changed, notice of the time and place of the meeting must be given in the manner of a special meeting. Special meetings may be called by the Board Chair or upon the approved motion of Board members. Notice of special meetings shall be given to Board members (and the public in the manner described by the Open Meeting Law) by mail at least 72 hours before the meeting. Emergency meetings may be called only in situations that demand the immediate attention of the Board. Notice of the emergency meetings shall be given by telephone or any other available means as soon as is practical prior to the meeting. The notice of a special or emergency meeting must include a description of the business to be conducted. The business transacted at a special or emergency meeting shall be limited to items specifically contained in the notice of the meeting. The District Administrator or Administrative Assistant shall provide to the Supervisors at least three days prior to a regular meeting agendas and relevant printed materials to be received and/or discussed at the meeting.
3. **Quorum.** A majority of the total number of Supervisors constitutes a quorum. No

business may be conducted by the Board unless a quorum is present.

4. **Actual Attendance Required.** Actual attendance is required in order to cast a vote or to meet quorum requirements. Votes may not be cast by proxy. Failure to attend more than three (3) regularly scheduled meetings in a row or four (4) regularly scheduled meetings in any one year shall constitute neglect of duty within the meaning of Minn. Stat. 103C.315 and could, with a board motion, subject the Supervisor to the sanctions set forth in these Rules.
5. **Decorum at Meetings.** Board members are expected to conduct themselves at Board meetings in a pleasant, polite, courteous and respectful manner. Board members shall strive not to speak while another Board member, a staff member, or a member of the public has the floor. There shall be no name-calling or profanity. Indecorous language or behavior shall be grounds for the imposition of sanctions as set forth in these Rules. Discussion will remain germane to the topic of discussion.
5. **Government Data.** The government Data Practices Act, Minn. Stat. Ch. 13, applies to the District. The Act specifies that each public body must designate a "responsible authority" to handle requests for data. The "responsible authority" for the District is the District Administrator. Thus, all requests or inquiries regarding District data received or made by a Board member must be forwarded to the District Administrator. The District Administrator shall be responsible for searching for the data, classifying the data within the scope of the request and for making the specific response to the request for data. The District Administrator and District staff are obligated to provide a Supervisor with data he/she needs in order to carry out his/her duties as a Supervisor. Thus, District data should not be accessed or modified by a Supervisor.

The Wabasha SWCD charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

Charges must be paid with receipt of data or pre-paid.

Charges are as follows:

For 100 or Fewer Paper Copies – 25 Cents Per Page

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Copies on DVD - \$10.00/DVD

Copies on CD - \$10.00/CD

Commercial Use Fee-\$50.00 per request

Most Other Types of Copies – Actual Cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data and making the copies.

In determining the actual cost of making paper or electronic copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based on billable time of the employee doing aforementioned work based on current billing found using the Board of Water and Soil Resources (BWSR) billing rate calculator.

Section 1619 of the Food, Conservation, and Energy Act of 2008 prohibits USDA, its contractors, and cooperators, from disclosing information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in a USDA program as well as geospatial information maintained by USDA with respect to such agricultural land or operations, subject to certain exceptions and authorized disclosures. Examples of such data include, but are not limited to, conservation plans, wetland determinations, Highly Erodible Land Determinations, acreage amounts, assistance notes, National Resources Inventory point data, flood damage surveys, program contract information, maps, surveys, charts, and aerial photographs if they contain data identifying characteristics of the agricultural land. Sharing of routine information as necessary for the implementation of conservation programs with partners will be permitted through a

Memorandum of Understanding (MOU) "Acknowledgement of Section 1619 Compliance" signed by the SWCD Board Chair on December 17, 2009.

ARTICLE 2

RULES OF CONDUCT

1. Employee Policies Applicable to Supervisors. The following policies set forth in the District Employee Handbook shall apply to Board members:

- Internet/Email Use Policy
- Equal Employment Opportunity (Policy 100)
- Employee Conduct and Work Rules (Policy 106)
- Payroll (Policy 109)
- Sexual Harassment Policy
- Employee Code of Ethics (Policy 003)
- Chain of Command (Policy 418)

However, the disciplinary portions of these policies shall not apply to Supervisors. A Supervisor who violates any of these policies shall be considered to have engaged in "malfeasance" or "neglect of duty" within the meaning of Minn. Stat. § 103C.315 and may be sanctioned as set forth in these Rules.

2. Action in furtherance of Mission. The Board is a policy-making body and must act as a majority when making any determinations. Therefore, it is imperative that each Board member act in a manner consistent with and in furtherance of the policies, mission and core values established by the majority of the Board. Therefore, when a Supervisor appears in public and speaks on any issue concerning the District and/or its general mission or specific projects or practices, such Board Supervisor shall express the official Board position on the issue. If a Board Supervisor personally disagrees with the Board's position, the Board member shall only express his/her personal opinion if the Board member first:

- Presents the official position of the Board;
- Clearly explains that his/her personal position is the minority position; and

- Explains that s/he is speaking as a citizen rather than expressing the opinion of the Board.

3. Per Diem and Reimbursement of Travel Expenses Incurred on Behalf of the

District. A Board Supervisor is entitled to a per diem in the amount set by the Board when engaged in activities on behalf of Wabasha SWCD. However, no Supervisor shall receive per diem payments that total more than \$550.00 per month. Supervisors, who attend meetings or functions on behalf of the District and in furtherance of the goals of the District, shall be eligible for reimbursement of reasonable and necessary travel expenses actually incurred. If the Supervisor uses his/her own personal vehicle, mileage reimbursement shall be payable in the amount established by the United States Internal Revenue Service. For meetings other than regularly scheduled monthly Board meetings, it is the policy of the District Board that Supervisors may only receive a per diem payment and be reimbursed for travel expenses when attending special board meetings and committee assignment meetings as directed or approved by the Board.

Board members planning to attend other meetings representing the Wabasha SWCD or educational opportunities to enhance their role as a Wabasha SWCD Supervisor should obtain prior approval from the Board to receive per diem and mileage. If time constraints prevent prior approval, board members may submit a request, included in their quarterly vouchers, for consideration of post approval by the Board. Prior approval must be obtained from the Board for all out-of-state travel. All reimbursements for travel related expenses require the appropriate receipts.

4. Interaction with District Staff.

1. **Direction and Assignment of Work.** The Board shall direct and assign the work of the District Administrator. The District Administrator shall direct and assign the work of all other District staff.
2. **Supervision, Evaluation and Discipline of Staff.** While a Supervisor may provide input to the District Administrator, the District Administrator and not the Board shall be responsible for the supervision, direction, evaluation and discipline of individual staff members. However, nothing shall preclude the District Administrator from eliciting the assistance of the Board, an Officer or an individual Supervisor in the

performance of the District Administrator's duties as personnel manager.

3. **Interaction.** Board members' interaction with the District Administrator or with staff must recognize that only the board acting as a whole can govern and give direction to the District Administrator.
4. **Problem Resolution.** If a problem arises between a Supervisor and a staff person, it is expected that the individuals involved will seek to resolve the problem promptly. The District Supervisor is subject to the Chain of Command and should address the employee issue through the District Manager, in the same manner that the employee should address the issue. It is the responsibility of the District Administrator to deal with the involved staff member and the responsibility of the Board to deal with the involved Supervisor. If a problem arises between the District Administrator and a Supervisor, the District Administrator and the Board member shall make all attempts to resolve the issue themselves. If sincere and diligent attempts by both parties do not resolve the issue, then the District Administrator and the Supervisor shall present the situation jointly to the Board. The Board shall resolve all such disputes brought before it and its decision shall be final.

ARTICLE 3

ETHICS POLICY

1. **Purpose.** Officials in public service must maintain the highest possible standards of ethical conduct in their transaction of public business. Such standards should be clearly defined and known to the public as well as to local officials. Furthermore, the proper operation of democratic government requires that local officials be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain or as a platform for personal opinion; and that the public have confidence in the integrity of this government. The board shall not act in a technical capacity. The board will support duties staff are required to carry out as delegated by specific program requirements. In recognition of these goals, there is hereby established a Code of Ethics for all Supervisors. The purpose of this Code is to establish ethical standards of conduct for all Supervisors by setting forth those acts or actions that are incompatible with the best interest of the people of Wabasha County, and by directing disclosure by

Supervisors of private financial or other interest in matters affecting the County and District.

2. Definitions.

1. *Administrative action* means an action of a nonministerial nature by any Board member.
2. *Legislative action* means introduction, sponsorship, debate, voting and any other official action on any ordinance, resolution amendment, nomination, appointment, report or other matter pending or proposed before the Board.
3. *Candidate* means any individual who files an affidavit of candidacy or petition to appear on the ballot for an elective public office.
4. *Election* means a general, special, primary or special primary election.
5. *Local official* as defined in Minnesota Statutes, Section 10A.01 means a person who holds elective office in a political subdivision or who is appointed to or employed in a public position in a political subdivision in which the person has authority to make, to recommend, or to vote on, as a member of the governing body, major decisions regarding the expenditure or investment of public money and shall include the supervisors, who are elected officials.

- 3. Conflicts of Interest.** Board members should not participate in or vote on issues by which they are personally affected. Said supervisor should recuse themselves from any voting on an issue where there is a conflict of interest.

Any member of the Board who in the discharge of his or her official duties would be required to take an administrative or legislative action or make a decision which would substantially affect his or her financial interest, or those of a business with which he or she is associated (hereafter the affected person), unless the effect of the affected person would be no greater than on other members of his or her business classification, profession or occupation, shall take the following actions:

- The affected person shall prepare, on such form as prescribed by the state ethical practices board, a written statement describing the matter requiring action or decision and the nature of his or her potential conflict of interest;
- The affected person shall deliver a copy of the statement to the Chair of the Board;
- If a potential conflict of interest presents itself and there is insufficient time to comply

with the provision of subsections (1) and (2), the affected person shall orally inform the Board of the potential conflict. The affected person shall file a written statement as prescribed above within one week after the potential conflict presents itself.

- The affected person shall remove himself or herself, if possible, from influence over the action or decision in question and assign the matter to a subordinate. The Board may, upon request, excuse the affected person from taking part in the action or decision in question.
- If the affected person is not permitted or is otherwise unable to abstain from action in connection with the matter, he or she must file with the Chair of the Board a statement describing the potential conflict of interest and the action taken. Such statement must be filed within one week of the action taken.

- 4. Representation for a fee.** No Supervisor shall represent a client for a fee before the Board.
- 5. Statement of economic interest.** Each individual required to file a statement of economic interest shall do so in compliance with Minn. Stat. § 10A.09. All statements filed with the Board Chair shall be public data.
- 6. Penalty for false statements.** A report or statement required by this section shall be signed and certified as true by the person required to file the report. Any person who signs and certifies to be true a report or statement which he or she knows contains false information, who knowingly omits required information, or who fails to file a report or statement when required by this section, is subject to penalties established by law.
- 7. Gifts.** No person or entity shall offer to give a Supervisor or the Supervisor's spouse or dependent children, and the Supervisor shall not solicit or receive, anything of value (including a gift, favor or service, or a promise of future employment), which would cause the total value of such things received from the same person or association to exceed one hundred dollars (\$100.00) during any calendar year, and which is either (a) based on any understanding that such Supervisor's vote, official actions or judgment would be influenced thereby, or (b) where the circumstances are such that it could reasonably be inferred that the thing of value would influence the Supervisor in the discharge of his or her duties.
- 8. Confidential information.** No Board member shall use or disclose confidential

information gained in the course of or by reason of his or her official position or activities, including, but not limited to, any data classified as private, confidential, nonpublic or protected nonpublic pursuant to Minnesota Statutes, Chapter 13, in any way that could result in financial gain for the Board member, members of his or her family, or any business with which he or she is associated.

- 9. Violation of Ethics Policy.** Violation of the Ethics Policy shall be considered "malfeasance" or "neglect of duty," and may result in sanctions set forth in these Rules.

ARTICLE 4

SANCTIONS FOR VIOLATION OF THESE RULES

Violation of any portion of these Rules shall be considered "malfeasance" or "neglect of duty". Sanctions for violation of these rules will be in accordance with state statute procedures 103c. This may result in any or all of the following sanctions:

- Private or Public Censure
- Limitation of the Board member's authority to appear and act on behalf of the Board
- The docking or stripping of the Board member's per diem
- The petition by the Board to the Board of Water and Soil Resources for the removal of the Board member pursuant to Minnesota Statute.

ARTICLE 5

AMENDMENTS TO RULES

These Rules may be amended or repealed by the affirmative vote of a majority of the Board provided that: the text of the proposed change was provided in writing along with the notice of the meeting at which such proposed change is to be considered; and the Board shall not adopt, amend or repeal any Rule to the extent such action causes any Rule to violate Minnesota Statutes, the United States Constitution or the Constitution of the State of Minnesota.

Board Service Commitment Pledge and Standards

As a Wabasha Soil & Water Conservation District Board Member recognizing the important responsibility I am undertaking in serving as a member of the Board, I hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations in my role as a board member.

ROLE:

I acknowledge that my primary role as a board member is (1) to contribute to the defining of the organization mission and governing the fulfillment of that mission, and (2) to carry out the functions of the office of Board Member and/or Officer as stated in the Supervisors Handbook or Operating rules.

My role as a board member will focus on the development of broad policies that govern the implementation of institutional plans and purposes. This role is separate and distinct from the role of the District Administrator, who determines the means of implementation.

Commitment:

I will exercise the duties and responsibilities of this office with integrity, collegiality and care.

I Pledge:

1. To establish as a high priority my attendance at all meetings of the board and committees on which I serve.
2. To come prepared to discuss the issues and business to be addressed at scheduled meetings, having read the agenda and all background material relevant to the topics at hand.
3. To work with and respect the opinions of my peers who serve this board, and to leave my personal prejudices out of all board motions.

4. To always act for the good of the organization.
5. To represent this organization in a positive and supportive manner at all times and in all places.
6. To observe the parliamentary procedures and display courteous conduct in all board and committee meetings.
7. To refrain from intruding on administrative issues that are the responsibility of management, except to monitor the results and prohibit methods that conflict with board policy.
8. To avoid conflicts of interest between my position as a board member and my personal life. If such a conflict does arise, I will declare that conflict before the board and refrain from voting on matters in which I have conflict.
9. To support in a positive manner all actions taken by the Board even when I am in a minority position on such actions.
10. Prohibit mistreating, provoking or harassing other employees, supervisors, or making unwarranted criticism or accusations against other employees or supervisors.
11. To agree when placed as Chair or on a committee to: Call meetings as necessary until objectives are met; ensure that the agenda and support materials are mailed to all members in advance of the meetings; conduct the meetings in an orderly, fair, open, and efficient manner; and make committee progress reports to the board at its scheduled meetings.
12. To participate in the annual plan meetings, planning retreats, board development workshops, seminars, and other educational events that enhance my skills as a board member.

Board Member Signature: _____

Date: _____

Resolution 01242019-2

A Resolution to Designate the Official Newspaper For Wabasha Soil and Water Conservation District

Whereas:

The Wabasha Soil and Water Conservation District (SWCD) must designate an official newspaper for each year, therefore

Be it resolved:

That the Wabasha SWCD designate the same newspaper as Wabasha County, and

Be it finally resolved:

That the official newspaper for 2019 be The Plainview News.

Board Chair

Date

Resolution 01242019-3

A Resolution to Designate the Official Bank Depositories for Wabasha Soil and Water Conservation District for 2019

Whereas:

Wabasha Soil and Water Conservation District (SWCD) must annually designate official bank depositories for official Wabasha SWCD funds, therefore

Be it resolved:

That the official depository for checking be WNB Financial (Formerly First State Bank), of Wabasha, and

Be it further resolved:

That the official depositories for Money Market Savings be WNB Financial, Wabasha, MN; Bank of Alma, Wabasha, MN; and Peoples State Bank, Plainview, MN.

Board Chair

Date

Resolution 01242019-4

A Resolution Designating Signature Authority for Wabasha Soil and Water Conservation District Bank Accounts 2019

Whereas:

Wabasha Soil and Water Conservation District (SWCD) has newly elected Board of Supervisors members, and

Whereas:

The Wabasha SWCD Board of Supervisors had members retire, and

Whereas:

It is proper policy to remove retired members and add new member to the signature authority card for bank accounts, therefore

Be it resolved:

That the following Board of Supervisors members be removed from the signature card:

Roland Wood

Thomas Gosse

and,

Be it further resolved:

That the following Board of Supervisors be authorized to have signature authority over all bank accounts of the Wabasha SWCD:

Nathan (Nate) Arendt

Charles (Chuck) Fick

Terry Helbig

Lawrence (Larry) Theismann

Lynn Zabel

and,

Be it further resolved:

That the Wabasha SWCD Board of Supervisors grant signature authority over all bank accounts to the District Manager, Terri Peters, and

Be it further resolved:

That all checks for disbursement of funds from WNB Financial (formerly First State Bank) require two (2) authorized signatures, and

Be it further resolved:

That transfer checks from Money Market accounts require one (1) signature, to accommodate funding needs, and that the checks can only be issued to Wabasha SWCD for deposit into other existing bank accounts, and

Be it finally resolved:

That this resolution remains in effect only until any of the above-named signatories are no longer associated with Wabasha SWCD

Board Chair

Date

Resolution 01242019-5

A Resolution to Set Board Supervisor Per Diem and Mileage Rates for 2019

Whereas:

Wabasha Soil and Water Conservation District (SWCD) is required to annually set the per diem and mileage rates, and

Whereas:

Maximum amounts for such rates are mandated by state statute (M.S. 103C.315 Subd 4), therefore

Be it resolved:

That the Wabasha SWCD set the 2019 per diem and mileage rates at the mandated maximum allowable level of \$75/day per diem and \$.58/mile (IRS Rate) for Board Supervisors

Board Chair

Date

Resolution 01242019-1

A Resolution for E-Link Financial Reporting

Whereas:

E-Link Financial Reporting is due on all grants funded through the Board of Water and Soil Resources, and

Whereas:

These reports require signatures of duly authorized persons of the Board of Supervisors, and

Whereas:

The timing of these financials does not always allow the availability of the duly authorized member of the Board of Supervisors to timely sign the Financial Reports,

Therefore,

Be it resolved:

That the Board of Supervisors grants signing and submittal authority on the E-Link Financial Reporting to the District Manager, and

Be it further resolved:

That this authority be effective until revoked by the Board of Supervisors, and

Be it finally resolved:

That the financial reports signed by the District Manager be approved as part of the next regularly scheduled board meeting of the Wabasha SWCD Board of Supervisors

Board Chair

Date

Wabasha SWCD

MONITORING PLAN FOR BUFFER COMPLIANCE TRACKING

§103F.48 RIPARIAN PROTECTION AND WATER QUALITY PRACTICES

1. COMPLIANCE TRACKING OF ALL PARCELS SUBJECT TO THE BUFFER LAW

All parcels in the county are to be reviewed within a 3 year timeframe. The Wabasha SWCD will review 1/3 of parcels in Wabasha County each year. These checks may be conducted via aerial photo review or on-site review depending on availability of updated aerial photos and the practice that is being checked/access to farms.

2. Random SPOT CHECKS

Random Spot checks will be done in addition to the tracking of all parcels within a 3 year span. These checks may be conducted via aerial photo review or on-site review depending on availability of updated aerial photos and the practice that is being checked/access to farms. A combination of both aerial and on-site review may also be used.

- a. The Wabasha SWCD will conduct random spot checks on up to 10% of the parcels each year outside of the scheduled area.
- b. Additionally, the Wabasha SWCD will review parcels of emphasis more frequently.
 - Previously non-compliant
 - No-till/Conservation tillage or cover crop alternative practice plans
 - Variable width buffers (i.e. Land O' Lakes buffer tool, Decision Support Tool)
 - Other Alternative Practice Plans
 - Cost-share funded projects (years 1,3,9 of contract)
 - Parcels of further emphasis (potential violators)

3. PROCESS TO HANDLE COMPLAINTS

When a complaint from a private individual or entity, or from another public agency is received. The Wabasha SWCD will communicate with the landowner to do an inspection of their buffer. If the parcel is found to be non-compliant the Wabasha SWCD will issue a Notice of Non-compliance to the County and the Minnesota Board of Water and Soil Resources. If the parcel is found to be compliant the Wabasha SWCD will issue a Validation of Compliance if applicable and requested by the landowner.

Resolution 01242019-6

A Resolution to Add Additional Policies to the Employee Policy Manual

Whereas:

The Board has authorized the update of the Employee Policy Manual, and

Whereas:

The Policy is being updated by section, therefore

Be it resolved:

That the Board of Supervisors accept the addition of Policy 202-Travel & Training Expense Reimbursement, and

Be it further resolved:

That the Board of Supervisors accept the addition of Policy 304- Medical & Sick Leave, and

Be it further resolved:

That these policies take effect immediately upon passage of this resolution, and

Be it finally resolved:

That any existing policy unaffected by these policies remain in effect until revised

Board Chair

Date

**STATE OF MINNESOTA
GRANT AGREEMENT
Federal Sub-Award Agreement**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Rd., St. Paul, MN 55155 ("State") and Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Ste. 10, Wabasha, MN 55981, ("Grantee").

Recitals

1. Under the Cooperative Forestry Assistance Program, USDA Forest Service, CFDA #10.664, Federal Award # 15-DG-11420004-068, the State received a federal award of \$255,000.00 on May 7, 2015, of which was sub-awarded to the Grantee DUNS # 007666276 for the project "Landscape Stewardship for Family Forestland Owners: Increasing Results through Integrated and Collaborative Service Delivery – NIPF Pilot Phase 2", and as provided in Minnesota Statutes, section 84.026. This project is not a research and development project.
2. The State sub-awards to the Grantee for the purpose of conducting the program entitled the Forest Bank Project – Southeast Region Pilot Project in the manner described in the Minnesota Department of Natural Resources' federal grant narrative.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

1.1. *Effective date: January 28, 2019.*

This agreement becomes effective on **January 28, 2019** or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2. *Expiration date: August 31, 2019*

1.3. *Survival of Terms:* The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements.

1.4. *Incur Expenses:* This agreement becomes effective on **January 28, 2019** or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

The Grantee, who is not a state employee, will: See Exhibit A, Work Plan and Budget, which is attached and incorporated into this agreement.

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment

4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** Compensation in an amount not to exceed \$10,500.00, based on the following computation: See Exhibit A, Work Plan and Budget, which is attached and incorporated into this agreement.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: TEN THOUSAND FIVE HUNDRED DOLLARS

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. **Payment.**

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation. If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case by case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through Title Cooperative Forestry Assistance Program, CFDA number 10.664 of the Cooperative Forestry Assistance Act of 1978. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is John Carlson, PFM Coordinator, MN DNR – Forestry, 500 Lafayette Rd, St Paul, MN 55155-4044, john.c.carlson@state.mn.us, 651/259-5282, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Terri Peters, Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Ste. 10, Wabasha, MN 55981, (651) 565-4673, tpeters@wabasha.net, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

- 8.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
- 8.2 Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.

- 8.2.1 If the amount of the contract is estimated to exceed \$25,000, but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2, and paragraph c.
- 8.2.2 If the amount of the contract is estimated to be \$3,000-25,000 (\$2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and \$2,500 for the acquisition of services subject to the Service Contract Act) the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.
- 8.2.3 Any services and/or materials that are expected to cost less than \$3,000 (see 8.2.2 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.
- 8.2.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable
- 8.2.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statute 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

8.3 Nongovernmental organizations must follow the below requirements.

- 8.3.1 Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- 8.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 8.3.3 Any services and/or materials that are expected to cost between \$3,000 and \$9,999 (\$2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and \$2,500 for the acquisition of services subject to the Service Contract Act) must be competitively based on a minimum of three (3) verbal quotes.
- 8.3.4 Any services and/or materials that are expected to cost less than \$3,000 (see 8.3.3 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b).
- 8.3.5 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 8.3.6 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statue 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

10. Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

11.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11.2 **Intellectual Property Rights (if applicable).**

11.2.1 **Intellectual Property Rights.** The State owns any intellectual property developed with these funds. The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

11.2.2 **Obligations.**

(A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Endorsement

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17. American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

18. Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the federal award letter/grant agreement/proposal/narrative.

19. Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring

visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20. Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 22.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 22.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23. Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

Attachments:

A. Exhibit A, Work Plan & Budget

B. Conflict of Interest Disclosure

C. Grant Narrative

Exhibit A
Work Plan and Budget

Scope of Work:

Project 1: Comprehensive Forest Stewardship Plans

- Support the coordination of landowner outreach to promote the development of comprehensive forest stewardship plans through the TELE project, Healthy Forest Healthy Waters project, and the watershed-based landscape stewardship plans.
- Coordinate the preparation of ten (10) comprehensive forest stewardship plans for the Forest Bank project. Work with staff from DNR Forestry PFM Program and private consulting foresters to prepare the plans.
- The plans will include:
- In addition to the "standard" plan, the Comprehensive Stewardship Plans will include:
 - Timber inventories and value estimates
 - A "front" page listing practices from the plan that the landowner has expressed an interest in. Practices will be listed for a three-year timeline and an agency/individual will be identified to contact the landowner.
 - Note(s) from the outreach coordinator/plan writer regarding other interests of the landowner regarding long-term conservation (e.g. conservation easements) will be included in "Property Goals" in the front of the plan behind item 2 listed here.
- Coordinate with DNR Forestry plan writing fees to incentivize landowner participation in the project.
- DNR Forestry staff and the MFRC Southeast Landscape Committee will work with Wabasha SWCD and the private consulting foresters to refine the content and working template for preparing comprehensive forest stewardship plans.

Project 2: Administration/Accomplishment Reporting

- Administer funds for developing the comprehensive forest stewardship plans for private forestlands that are candidates for the Forest Bank project being developed by the MFRC Southeast Landscape Committee.
- Prepare an accomplishment report and present it to the Southeast Landscape Committee.

Deliverables by Contractor:

- Ten comprehensive forest stewardship plans.
- Accomplishment report.

Deliverables by MFRC and DNR:

- Relevant GIS analyses, maps and data.
- Technical support documents and research studies for information documents.
- Plans, policies, studies and reports relevant to the project.
- Input from the Southeast Landscape Committee.

Budget:

Comprehensive Forest Stewardship Plans	\$ 9,750
Project Administration	<u>\$ 750</u>
Total	\$10,500

Additional Terms:

Contractor and the State agree to the following:

- Contractor will provide the SWCD and DNR, with a digital copy of all documents prepared for this contract using Windows based operating system using Microsoft (MS Word, Publisher, Access, Excel, etc.) and ESRI products.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: Jody M. Wagner _____

Date: January 18, 2019 _____

SWIFT Contract No. 152295 PO No. 3000145457 _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- I do not have any conflicts of interest relating to this project.
- I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML _____, Chapter _____, Article _____, Section _____, Subdivision _____

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____

**Grant Narrative for Forest Stewardship Program
Minnesota Department of Natural Resources
Division of Forestry
Northeastern Area Landscape Scale Restoration
FFY 2015**

Lead Contact(s):

Gary Michael, Cooperative Forest Supervisor: 651-259-5262, gary.michael@state.mn.us
Terrie Lynn Clark, Federal Grants Accounting Officer Sr.: 651-259-5266
terrie.clark@state.mn.us

Title:

Landscape Stewardship for Family Forestland Owners: Increasing Results through Integrated and Collaborative Service Delivery – NIPF Pilot Phase 2

Purpose:

This 6-part project is designed to strategically implement the state Forest Action Plan through projects developed by partners on the MFRC regional landscape committees. Each project will also advance the integration of landscape stewardship concepts into redesigning the state's Private Forest Management program. The six projects include:

Northern Minnesota

- Northern Committee – Private In-Holdings. Protect public forest investments through focused forest management on private in-holdings in the Littlefork Headwaters area.
- North Central Committee – Riparian Lands/Wild Rice Lakes. Increase riparian forest stewardship and water quality protection combined with wildlife habitat protection in Aitkin County.
- Northeast Committee – Riparian Lands/Tullibee Lakes. Focus forest stewardship implementation to priority forested watershed parcels in Carlton County.

Southern Minnesota

- East Central Committee – Small Acreages/Shoreland. Promote private forestland management in rural growth areas along Interstate 35 in the Four Corners Pilot Forestry Project Area and Kettle River Watershed.
- Southeast Committee – Forest Bank. Enhance Southeast Minnesota's forest products economies through increased private forestland management and the Forest Bank Program.
- West Central Committee – Invasives/Buckthorn. Eradication of Common Buckthorn followed by collaborative private forest management to create and sustain Buckthorn Free Zones in the Camp Ripley Landscape Stewardship Project Area and Otter Tail & Wadena counties.

Scope of Work:

Each regional project will include the following phases: 1) Database management, 2) Outreach & training – plan writers, loggers, and landowners, 3) Forest stewardship planning, and 4) Plan implementation, and 5) Monitoring/evaluation. This funding allocation also integrates the development of landowner handbooks being developed by DNR Forestry as a foundational outreach and educational tool for private landowners.

The six demonstration projects integrated into this application address all three national themes including: 1) conserve and manage working forest landscapes, 2) protect forests from harm, and 3) enhance benefits from trees and forests. Through the MFRC landscape committees with partners from the DNR, Board of Water & Soil Resources, soil & water conservation districts, consulting foresters, loggers, Minnesota Logger Education Program, these themes are addressed on three geographic scales – landscape, sublandscape and site levels.

This project directly supports the implementation of the state's Forest Action Plan (FAP) by addressing three high priority issues: 1) maintain the state's forested land base, 2) protect and maintain water quality and quantity, and 3) support a healthy forest products industry.

Methodology and Timeline:

This allocation will, over a three-year period, is designed to strategically implement the state Forest Action Plan through projects developed by partners on the MFRC regional landscape committees. Each project will advance the integration of landscape stewardship concepts into redesigning the state's Private Forest Management program. Each project will include the following phases:

1. Database management – DNR PFMM module and landowner outreach database.
2. Outreach & training – plan writers, loggers, and landowners.
3. Forest stewardship planning – targeted landowner outreach and service delivery.
4. Plan implementation – integrated landowner education, costs share funding to support each committee's focus with emphasis on active forest management – timber harvesting, timber stand improvement, site preparation, and tree planting.
5. Monitoring/evaluation – reporting at multiple scales – MFRC landscape regions, DNR areas, counties.

Overall project outcomes include:

- Write Level 2 - "Small Acreage" Forest Stewardship Plans – 30 plans (EC Committee)
- Write Level 3 - "Traditional" Forest Stewardship Plans – 100 plans (N, NC, NE and WC Committees)
- Write Level 4 - "Pioneer" Forest Stewardship Plans – 10 plans (SE Committee)
- Write Landowner Handbooks – 3 books (DNR PFM staff)
- Timber harvests and forest restoration projects – 4,500 acres (total by all 6 committees)
- Costs share projects – 5,400 acres (total by all 6 committees)
- Certification enrollments – 10 enrollments (total by all 6 committees)
- Landowner outreach and education – 1,200 people (total by all 6 committees)

- Plan writer training – 30 people (total by all 6 committees)
- Logger / site contractor training – 30 people (total by all 6 committees)
- Support the pursuit of state funding to buy high priority riparian conservation easements – 1,000 acres (total by all 6 committees)

Accomplishment Reporting:

We will prepare annual progress reports and a final project evaluation report that summarize the results from the overall project. The final report will include specific recommendations for consideration by the CFM Supervisor to support the refining and improving of the PFM processes based on landscape approaches.

Budget:

Requested funding is primarily for contract work that will increase the service delivery capacity of project partners including local units of government, consulting foresters and the Minnesota Logger Education Program (MLEP). DNR Forestry will match the federal allocation with \$222,486 and private landowners will match the federal funding with \$100,000.

This table provides additional budget information to complement the SF 424A summary.

Budget Items by SF 424A Object Class Categories	Federal \$	State Match \$	Other Match \$	Source of "Other Match"
a. Personnel	\$30,000	\$66,000	TBD	
b. Fringe Benefits			TBD	
c. Travel			TBD	
d. Equipment			TBD	
e. Supplies			TBD	
f. Contractual	\$225,000	\$150,000	TBD	
g. Construction			TBD	
h. Other			\$100,000	Private Landowners
i. Total Direct Charges (sum of a-h)		\$216,000	TBD	
j. Indirect Charges***		\$6,486	TBD	
k. Totals (i + j)	\$255,000	\$222,486	TBD	

We will record matches to the project provided by project partners. We anticipate that there will be a non-federal match to this project.

I. General Policy

Wabasha SWCD will reimburse for reasonable and necessary expenses, as detailed below, for lodging, transportation, meals and other expenses incurred while an employee is traveling on SWCD business or participating in approved training or conferences.

II. Approval of Travel Costs

The general policy is that all travel costs and participation in training must be pre-approved by the District Manager and/or Board of Supervisors. Any such costs must be within the department's annual budget, as approved by the SWCD Board.

III. Authorized Expenses

Travel expenses will be limited to a reasonable and necessary dollar amount. Prior to incurring reimbursable expenses, requests must be approved by the District Manager who will determine if the proposed travel meets the reasonable and necessary dollar limit. In the case of travel expenses incurred by members of the SWCD Board, the full SWCD Board shall consider and approve the requests.

The following types of expenses will be authorized: lodging, meals, transportation, parking, tolls, work-related telephone calls. Check the guidelines below for specific details applicable to each type of expense:

- A. Lodging: the SWCD will pay actual lodging expenses at the single accommodation rate, upon SWCD Board approval. Every effort should be made to utilize reasonable priced accommodations and obtain governmental discounts. Itemized receipts are required for reimbursement.
- B. Meals: the SWCD will reimburse the employee for meals. Itemized receipts are required. The allowed meal rates, approved annually, are available in the attachment to this policy.
- C. Transportation by Car: It will be SWCD policy to require the use of SWCD-owned vehicles unless no SWCD vehicles are available. SWCD employees are required to receive District Manager approval before utilizing a personal vehicle for transportation to an off-site meeting or work location.

- i. SWCD-Owned Vehicle: SWCD employees are required to use SWCD-owned vehicles whenever possible.
- ii. Employee-Owned Vehicle: Employees who are authorized to use their own automobiles for SWCD business shall be reimbursed at the IRS rate. A verification form must be completed to document the request and provide the rationale for allowing the use of a personal vehicle. If an employee uses a personal vehicle without receiving District Manager approval, he/she will not be reimbursed their travel expenses. Employees must complete their mileage reimbursement form and turn it in to the District Manager at the end of each month. Reimbursement requests older than 90 days will not be paid.

The SWCD will not pay for mileage to/from the employee's residence. The District Manager may authorize an employee to use a personal vehicle to/from the employee's residence to an off-site meeting or work location if it would be cost effective for the SWCD to do so. To calculate mileage, document the odometer reading of total miles traveled to/from the meeting site in whole numbers (ex: 10 miles vs. 10.2 miles).

- iii. Liability Insurance/Driver's License: All employees are required to have liability insurance in compliance with Minn. Stat. §65B.49 in effect on all personal vehicles while performing SWCD business. The SWCD may at any time require proof of such insurance.

No employee shall drive any vehicle, personal or SWCD-owned, on SWCD business without a valid driver's license of the appropriate classification.

- iv. Group Travel: Any transportation to an off-site meeting or work location that will be attended by more than one SWCD employee must be arranged in a manner that would be most cost effective for the SWCD. When required by the District Manager, this will include "car pooling." If a personal vehicle is permitted, only the individual driving the vehicle will be allowed to request reimbursement.

Example: Three SWCD employees are required to travel to an off-site work-related meeting. Those employees are A, B, and C. Those individuals are required by the District Manager to use a SWCD owned vehicle and car pool together. Employees A and B car pool together using a SWCD vehicle. Employee C utilizes their personal vehicle. Employee C will not receive mileage reimbursement for their personal vehicle.

- D. Transportation by Air: Any SWCD official or employee, traveling on SWCD business by air, may be reimbursed for travel expense by coach airfare rate when available. If possible,

airfare should be billed directly to the SWCD at the lowest available government rate, based on inquiries to travel or ticket agents. Prior authorization from the SWCD Board is required.

E. Outside Minnesota: Travel outside the State of Minnesota is permitted when attending approved workshops, conferences, in-service training sessions, seminars and all other SWCD assigned business.

F. Other Authorized Expenses:

- i. Parking: receipts must be provided.
- ii. Toll fees.
- iii. Actual cost of work-related telephone calls: copies of itemized bills should be submitted with the reimbursement request.

G. Non-reimbursable expenses: The SWCD will not reimburse for alcohol, tips and other gratuities.

H. Exceptions for Special Circumstances: If an employee, due to unavoidable circumstances, incurs a travel or meal expense which is not covered by SWCD policy, the employee may appeal to the District Manager to consider the expense to be a special circumstance and approve payment. (In the case of the District Manager or a member of the SWCD Board of Supervisors, the appeal must be to the full SWCD Board). If granted, a written justification must be attached to the claim citing the special circumstance and the rationale for payment. Approval for payment for special circumstances is to be a rare exception, granted only when refusal would constitute an extreme hardship on the employee.

IV. Requests for Advance on Travel Costs

The general policy is that advances on travel costs will not be granted. In extremely rare cases, the District Manager may authorize advances on travel costs where not doing so would constitute an extreme hardship or in an emergency. The requests must be submitted at least ten (10) working days in advance of travel, and receipts and reconciliation forms must be completed within three (3) days after return.

V. Payment of Expenses

A. Billing: When possible, the employee should seek to have the lodging or travel expense billed directly to the SWCD. If this is not possible, a voucher can be requested (for example, for airfare, which often must be prepaid.) The employee is responsible for submitting the voucher to the bookkeeper at least ten (10) working days prior to travel, for preparation of a check payable directly to the vendor.

B. Requests for Reimbursement: When neither direct billing nor voucher payment is possible, the employee must pay for the travel or training and then ask for reimbursement of actual costs. The reimbursement rates for meals and mileage, fixed annually, are available in the attachment to this document.

C. Reimbursement Process:

- i. The employee must complete the Employee Expense reimbursement form available from the “blank form” box behind the bookkeeper’s desk.
- ii. Itemized receipts or other proof of payment must be included for each item of expense.
- iii. Reimbursement claims should be turned in monthly, prior to the board meeting to be included in the bills payable for approval. The claim must be turned into the District Manager for approval before giving to the bookkeeper for issuance of the check for board approval. If a claim is turned in more than sixty (60) days after the expense is incurred, the reimbursement may be taxable and appropriate withholding would need to be made.

D. SWCD Credit Card: In some situations, the SWCD credit card may be used to pay for travel. See also the Charge Accounts and Credit Card Policy regarding the use of the SWCD credit card.

VI. Board of Supervisors

Members of the Board of Supervisors shall be reimbursed for meals, lodging, transportation, parking and other necessary expenses incurred while performing the official duties connected with the office. The rules and policies governing these reimbursements are the same rules and policies that govern reimbursements for all Wabasha SWCD employees. In addition, the following rules apply:

- A. Per Diem: In addition to the travel and training reimbursement allowed elsewhere in this section, Supervisors shall receive one per diem payment for each day spent performing the official duties connected with the office, regardless of how few or how many separate duties connected with the office are performed in the day. The per diem rate will be set by resolution of the Board of Supervisors at the first meeting in January each year by the Board of Supervisors.
- B. Mileage: Mileage paid to Supervisors shall be for each mile traveled from the point of origin to the actual location at which the official SWCD business will transpire, and from that location to the final destination, using the shortest route available or practical in both directions. The point of origin and final destination shall be that location at which the Commissioner makes a transition to/from private business to/from SWCD business. Supervisors shall be reimbursed at the IRS rate for each mile driven.

VII. Calculating Travel Time

SWCD employees may, upon District Manager approval, be authorized time for travel the day before, the day of, and/or the day following the conference or meeting date(s) when extended travel is required.

- A. Hourly Employees' Compensation for Travel Time: Hourly employees who are required to travel on SWCD business shall be paid for travel time. Travel time does not include meal periods. Employees shall not be compensated for travel time not mandated or otherwise approved by the SWCD.

IX. Employee Only

The SWCD will only reimburse for travel expenses actually incurred by the employee, and will not reimburse for any costs incurred by the employee's spouse, family member or other non-SWCD employee. The employee must pay for all such costs directly.

X. Violations

Any employee or elected official found in violation of this policy or making false claims shall be subject to corrective action, including discipline, termination of employment, and/or applicable State or Federal laws.

XI. Accountable plan

The SWCD accepts these terms as satisfying the requirements for being an accountable plan under IRS guidelines and will therefore reimburse allowable expenses, tax free. Failure to comply with any of the above stated rules will result in the reimbursement being considered part of a non-accountable plan and will be subject to income tax withholdings.

**ATTACHMENT A
2019 MEAL REIMBURSEMENT RATES
TO BE SET ANNUALLY**

MEAL ALLOWANCES- Employees in travel status outside of Wabasha County (The regular work area) to attend or perform a job-related function shall be reimbursed for the actual cost of their meal/s. Employees **must** meet the following conditions to be eligible for a meal reimbursement:

- A. Breakfast- Breakfast reimbursements may be claimed only if the employee is on assignment away from the Wabasha SWCD office in a travel status overnight or departs from the Wabasha SWCD office on work related business prior to 6 a.m.
- B. Noon Meal- To be eligible for noon meal reimbursement, the employee must be out of Wabasha County on work related business over the normal noon meal period.
- C. Dinner- Reimbursement may only be claimed if employee is away from the Wabasha SWCD on a job-related assignment outside of Wabasha County after 7:00 p.m. Itemized receipts must accompany voucher request for reimbursements. Eligible vouchers will be paid once a month after the SWCD board meeting.

Maximum Meal Rates as of January 24, 2019:

*Breakfast \$9.00

*Lunch \$11.00

*Dinner \$20.00

*subject to change without notice

Wabasha SWCD provides paid sick leave benefits to regularly scheduled full-time employees (37.5 or 40 hours per week) and regularly scheduled part-time employees for use for temporary absences due to illness, injury or medical appointments for the employee or the employee's relatives. For purposes of this section, employee relatives are defined as the employee's spouse, child, stepchild, ward, parent, sibling, grandparent or stepparent. Sick leave benefits may also be used for the death of family members who are listed in the Bereavement Leave Policy. Sick leave benefits shall be earned as follows for those employees scheduled for twenty (20) hours per week or more:

Regular Hours Scheduled Per Week	Accrual Rate Per Pay Period (Hours)	Maximum Sick Leave Accrual (Hours)
40 hours	3.69	1040
20 hours	1.85	520

All employees earn sick leave benefits at the same rate. Sick leave is only accrued for hours scheduled to work per week even if the employee works overtime.

- **Full-time employees (40 hours per week)**
Earn sick leave benefits based on the schedule above.
- **Regularly scheduled part-time and Limited term grant funded employees**
Regular part-time and limited term grant funded employees qualify for sick leave benefits if the employee is regularly scheduled to work at least twenty (20) hours per week. These employees will accrue sick leave benefits on a pro-rated basis, based on the percentage of the full workweek normally worked by that employee (for example, an employee who is regularly scheduled to work 50% of the full work week will earn sick leave benefits at a rate of 50% of the full day).
- **Casual part-time employees**
Casual part-time employees are not eligible to accrue sick leave benefits.
- **Seasonal employees and Interns**
Seasonal employees and interns are not eligible to accrue sick leave benefits.

Employees shall begin earning sick leave benefits immediately upon assignment to an eligible employment classification. The amount of sick leave benefits earned shall be prorated in the first and last months of employment. Sick leave benefits are earned at the end of each pay period and cannot be used until the pay period after it is earned. Sick leave may be used in increments of no less than one-quarter (1/4) hour.

Employees in their evaluation period, if eligible, shall be entitled to use accumulated sick leave.

Employees who are unable to report to work due to illness or injury shall notify the District Manager before the scheduled start of their workday indicating they will not be at work due to illness. If such notice is not possible, the employee shall contact the District Manager within one-half hour of the employee's scheduled start time. The employee shall also notify the District Manager for each additional day of absence. Requests for use of sick leave for medical appointments or other planned absences shall be made in writing to the employee's District Manager as far in advance as possible.

An employee who is absent for three (3) consecutive days without notification to the District Manager or designee by employee, family member, or acquaintance will be considered to have voluntarily resigned.

If an employee's timesheet begins to show a pattern of absences (ie. Continuously extending vacations or weekends) or if an employee is absent for three (3) or more consecutive days due to illness or injury, the employee shall, on request of the District Manager or designee, provide the SWCD with a physician's statement verifying the reason for the absence and the beginning and expected ending dates of the absence. Employees claiming sick leave when physically fit or when not otherwise eligible for sick leave as set forth within this provision shall be subject to disciplinary action.

When an employee is on an extended leave of absence and is receiving benefits through the SWCD, the employee cannot claim sick leave for the same time that is already being compensated due to a work-related injury or serious medical condition.

Sick leave may also be used by an employee in the event of death or serious illness of an employee's immediate family member, or in situations where the illness of an immediate family member requires the presence of the employee. Requests for use of sick leave for these purposes must be made in writing to and approved by the District Manager. See also Bereavement Leave Policy.

No payment of accrued sick leave shall be made upon termination of employment from Wabasha SWCD. Sick days used after notice of resignation must be accompanied by a physician's statement as to the reason of the absence.

See 305-Family and Medical Leave Act Policy for extended and intermittent medical leave eligibility and the use of vacation and/or sick leave in regards to an FMLA absence.

WORK ORDER - AMENDMENT

BETWEEN

Wabasha County Soil and Water Conservation District
AND CONSERVATION CORPS MINNESOTA & IOWA

Project Number: 501-12842

This amendment and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and (hereafter referred to as "PURCHASER").

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

REVISION 1.

- 1.1 **Effective date:** August 6th 2018, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** ~~November 5th 2018~~, June 30th, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

JUSTIFICATION is as follows:

Extending expiration date from November 5th, 2018 to June 30th, 2019 in order to achieve desired project work.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

CONSERVATION CORPS:

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

By: 
Title: District Manager
Date: January 10th, 2019

<mike.walerak@state.mn.us>, Wally Bigelow <wallybigelow@gmail.com>, Wayne and Mary Alice Richardson <wdmacr@gmail.com>, Wendell Amstutz <ncrcoffice@aol.com>, Wendell and Judy Zwart <wendellzwart@aol.com>, Wes and Linda Bonow <lmwpb@hotmail.com>, Zumbro Valley Audubon Society <news@zumbrovalleyaudubon.org>, Zumbro Valley Sportsman Assn <mbvail528@gmail.com>, Davis, Mike J (DNR) <Mike.Davis@state.mn.us>

Dear Zumbro Watershed Members, Sponsors and Supporters,

It has been a good run. Fourteen Years! However, we need to move in a different direction to reduce flooding and improve water quality in the Zumbro Watershed. We hope the six counties and six Soil and Water Conservation Districts that were part of ZWP can apply what they have learned as part of this organization to the task at hand—development and execution of “One Watershed, One Plan (1W1P)”.

How did we get here? On July 30th, 2018, we emailed a letter to members, supporters and partners announcing cut-backs and the suspension of monthly activities. At that time, we had lost our Executive Director and several board members. With the end of two multi-year grants from the State of Minnesota, we faced an uncertain financial future. We had hoped that letter would spur helpful discussion, inquiries and support for our mission. It did not.

The ZWP was created at a time when our local units of governments were pursuing disparate plans for improving water and reducing floods. We created the first watershed-wide plan for the Zumbro. We provided a place for citizens, political leaders and natural resource managers to share knowledge and work toward shared goals. Starting in 2011, the Minnesota Board of Water and Soil Resources (BWSR) started on a new course that became the 1W1P program. That program mandates all counties that comprise a watershed pursue cooperative planning and implement solutions at a watershed scale. Basically, BWSR mandated counties come up with something like ZWP, but with more power. We, as a citizen and government cooperative, were involved with early applications for funding to pursue 1W1P. In the latest round (2018), counties did not involve ZWP or citizens in the application. It has become clear that BWSR does not want citizen groups active in the process. The result is that counties will receive funding and most likely hire an outside engineering firm to develop a new watershed plan, largely based on findings of the Watershed Restoration and Protection Strategy (WRAPS)—a study ZWP co-authored with the Minnesota Pollution Control Agency (MPCA).

In November 2018, the board approved a motion to dissolve the ZWP. The board tasked a committee of active board directors to determine how to end activities, fulfill remaining commitments, and dispense property and funds. This process will take time. Notifying you, our members, supporters and partners is the initial step. We have decided to allocate remaining property and funds to projects that were the focus of the last year and to organizations that align with our mission. That process will begin as soon as this month, so that those groups can move forward.

We were an early partner in Rochester Earth Fest and its fiscal sponsor. This program will continue in 2019. It has engaged leadership and backing from Destination Medical Center. We will provide this group with 40% of remaining funds and continue as its fiscal sponsor through 2019.

The ZWP and the City of Oronoco go back a long time. They have been one of our better partners. We helped with their wellhead sealing project and they received funding to improve several parks during the Recreational Learning Sites project. They are a community that is embracing the Zumbro River! Over the last 16 months, we have partnered with them on the development of the Zumbro River Trail concept. The ZWP and City of Oronoco have led meetings with local governments and the Greater Minnesota Regional Parks and Trail Commission (GMRPTC). Our goal is a water trail that connects communities, large and small, via canoe trail. If we can be ranked and recognized by the GMPTC, funds from the Legacy Amendment can be used to upgrade existing amenities and develop new ones (campgrounds, landings, fishing areas, etc.). An application

to that commission is moving forward; ZWP was to be the author but no longer has the staff or volunteers to lead that effort. We are providing 40% of remaining funds to the City of Oronoco to support that application.

Some of our equipment will be given to the Cannon River Watershed Partnership. They will use materials for engagement and education on water and soil issues.

Some of our equipment and 10% of remaining funds will be given to the Minnesota Well Owners Organization (MNWOO). This organization is helping well owners deal with nitrogen pollution seeping into drinking water. Nitrogen contamination of rural wells is on the rise in the Zumbro Watershed, most of it originating from current agricultural practices.

Lake Zumbro Forever, Inc. will receive 10% of remaining funds. Concern over sedimentation of that lake was the spark that started ZWP. Many of our early members and directors have been active in projects to improve that resource.

We have accomplished much in 14 years. We have helped our government partners obtain better data, so that your tax money could be more effectively spent. We have educated politicians and citizens about what makes our water brown and why we have more water in the Zumbro than ever before. More importantly, we have demonstrated solutions to land use problems that are the cause of flooding and degraded water quality. We have enhanced access to the Zumbro River through our Recreational Learning Sites program. We have helped organize the Rochester Earth Fest, a program which will continue in 2019 and hopefully well into the future.

This organization is not yet officially closed, but we will no longer be accepting donations. We will make the dissolution final once all accounts are settled. Our Facebook page and website will remain active for one more year. The official closing will likely occur in December 2019. First and foremost, we thank you—members, supporters, partners—for years of support.

We encourage you to stay active in advocacy for cleaner waters and fewer floods locally and state-wide.

Sincerely,

The ZWP Executive Committee

Mark Green, Chair
Brett Ostby, Co-Chair
Megan Gallagher, Secretary
Mary Idso, Treasurer

The Zumbro Watershed Partnership, Inc.
www.zumbrowatershed.org

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MASWCD Public Administration Training Cohort for SWCDs 2019

The Minnesota Association of Soil & Water Conservation Districts is offering public administration training for Soil & Water Conservation Districts staff.

This highly interactive training program is cohort-based, which means that, in addition to a diverse curriculum, participants also will learn from the experiences of other professionals in the field.

Who Should Attend?

SWCD district managers or lead staff involved in district management.

Registration

The registration fee is \$2,150 per person

The registration fee covers:

- * tuition, instructor fees, speaker fees, and course materials for three training sessions;
- * lodging for all sessions; and
- * group meals

Registrations must be received in the MASWCD office by

March 1, 2019

Training Dates, Topics & Location

March 26 - 27, 2019

April 30- May 2, 2019

June 25 - 26, 2019

All three sessions will take place at the Courtyard by Marriott Hotel, 404 West Saint Germain Street, St. Cloud, Minnesota.

Over the course of the three sessions, public administration topics include:

- * working effectively with a board,
- * communication in the workplace,
- * working with the media,
- * leading effective teams,
- * human resource management,
- * financial management,
- * operations planning,
- * grant administration,
- * measuring effectiveness,
- * legal and audit issues,
- * and more...

Registration Form

MASWCD Public Administration
Training Cohort for SWCDs
2019

Please print or type:

Name: _____

Address: _____

City: _____

State/Zip: _____

Phone: _____

E-mail: _____

SWCD: _____

MASWCD Area (1-8): _____

Registration Fee: \$2,150 per person

Please make check out to MASWCD & mail to:

MASWCD

255 Kellogg Boulevard East, Ste. 101

St. Paul, MN 55101

Phone: 651-690-9028

Registrations must be received in the MASWCD office by **March 1, 2019**

Space is limited: A maximum of 30 participants will be accepted for this program.

Registrants will be accepted on a first-come, first-serve basis, with consideration given to MASWCD Areas, so that the group includes individuals from across the state.



Why You Should Participate...

Soil and Water Conservation District Managers play two very challenging roles. Not only do they manage myriad programs designed to protect the state's precious natural resources, they also develop budgets, manage employees and ensure that the district offices run smoothly.

Recognizing that each of these roles demands different skills, the Minnesota Association of Soil and Water Conservation District is sponsoring a training program to support district staff and enhance their management skills.

This training program provides in-depth instruction and experiences to help you become a highly effective district employee.

The *MASWCD Public Administration Training Cohort* offers curriculum and discussions designed for SWCD staff who want to deepen their learning, enhance personal management skills, and connect with others who also want to grow as district leaders.

Space is limited, so register today!



Course Instructors...



Ann Glumac, Founder of Glumac Executive Enterprise and GEE Training. Ms. Glumac is a seasoned trainer and consultant with more than 35 years' experience working with public institutions, communities, nonprofits and business throughout Minnesota and beyond. Her expertise includes organizational development and dynamics, community engagement, communication and working in rural communities. Glumac's training is highly interactive and incorporates her breadth of experience in leading organizations.



Donna Rae Scheffert, President, Leadership Tools. Ms. Scheffert provides management insight and processes to help propel people toward their work goals - easier, faster, and while having more fun. After 28 years as a public administrator, she began a consulting firm to coach, teach, and facilitate teams toward better, more satisfying results. She has a graduate degree in Adult Education and spent her first career at the University of Minnesota Extension.

Additional course speakers will include representatives from:

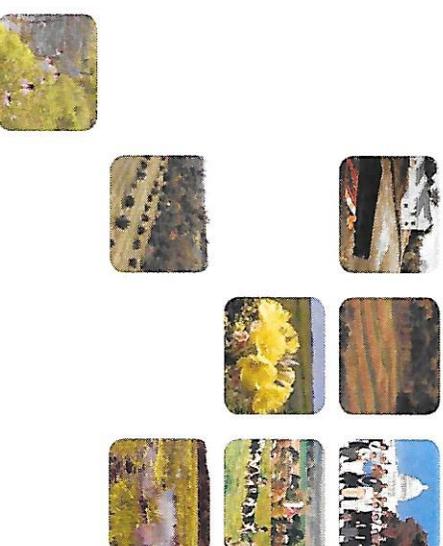
- * Minnesota Counties Intergovernmental Trust,
- * Minnesota Board of Water & Soil Resources, and
- * MASWCD

Strengthening
District Capacity
In Minnesota

MASWCD Public Administration Training Cohort Leadership



Sponsored by the Minnesota Association of Soil & Water Conservation Districts



MASWCD Public Administration Training Curriculum 2019 (preliminary schedule)

FIRST SESSION		SECOND SESSION		THIRD SESSION	
	1 p.m. Tuesday, March 26, 2019- noon Wednesday, March 27, 2019	1 p.m. Tuesday, April 30, 2019 through noon Thursday, May 2, 2019			June 25 - Wednesday, 10:00 am through 3:00 pm June 26, 2019
SESSION	I. DISTRICT CONTEXT	II. EFFECTIVE COMMUNICATION	II. MANAGING PEOPLE	II. OFFICE OPERATIONS	III. STRATEGIC DELIVERY
<i>Module I:</i>	Intergovernmental Relations	Interpersonal Communication	Management Skills	Financial Management	District Operations
Topics	<ul style="list-style-type: none"> ▪ Federal, state and local governments: implications of SWCD's place in this structure ▪ Working with our partners and roles of BWSR and USDA NRCS ▪ District authorities, statutory requirements and opportunities 	<ul style="list-style-type: none"> ▪ Creating shared meaning ▪ Effective sending skills ▪ Effective receiving skills ▪ Effective communication with those who see things differently and/or communicate differently 	<ul style="list-style-type: none"> ▪ Defining successful management ▪ Creating a team-based culture ▪ Dealing with personality preferences 	<ul style="list-style-type: none"> ▪ Financial policies (board decision) ▪ Financial procedures (staff) ▪ Goal-based budgeting ▪ Internal Controls 	<ul style="list-style-type: none"> ▪ Prioritizing conservation concerns and causes ▪ Assessing District operational functions ▪ Analyzing workload ▪ Developing a yearly Plan on the Page
<i>Module II:</i>	Working with the board	Communication in the Workplace	Leading Effective Teams	Information Technology	Quality Initiatives
Topics	<ul style="list-style-type: none"> ▪ Role of the board ▪ Maximizing the leadership of both 	<ul style="list-style-type: none"> ▪ Providing effective feedback ▪ Communication during conflict/conflict management 	<ul style="list-style-type: none"> ▪ Empowering teams ▪ Maximizing team effectiveness ▪ Roles ▪ Bringing on new team members ▪ Corrective action ▪ When have someone with more experience/older 	<ul style="list-style-type: none"> ▪ Identifying technology needs ▪ Identifying partners/funding sources 	<ul style="list-style-type: none"> ▪ Utilizing process improvements ▪ Briefing on Performance Review and Assistance Program (BWSR) ▪ Reviewing types of QI strategies
<i>Module III:</i>	Public Revenue & strings attached	Public Communications	Human Resource Management	Legal Issues	Measuring Effectiveness
Topics	<ul style="list-style-type: none"> ▪ Legislative appropriations and language; 2-year funding cycle ▪ State general fund/state agencies ▪ Bonding ▪ Legacy funds ▪ Environmental trust fund ▪ County property taxes 	<ul style="list-style-type: none"> ▪ Powerful presentations ▪ Advocacy presentations ▪ Preparing for the specific audience ▪ Effective public speaking techniques ▪ Extemporaneous public speaking 	<ul style="list-style-type: none"> ▪ Job approval authority/individual development plans ▪ Personal development ▪ Staff/team development ▪ Human resource management ▪ Corrective action for team v. individual on team ▪ Hiring practices ▪ Progressive discipline ▪ Personnel committee role ▪ Succession planning ▪ Sharing of staff/who's the boss 	<ul style="list-style-type: none"> ▪ Veterans Preference ▪ Information technology issues ▪ At-will employment ▪ ADA accommodations 	<ul style="list-style-type: none"> ▪ Developing effective tools and dashboards ▪ Monitoring goals & objectives as indicators of progress
<i>Module IV:</i>	Legal Issues Overview	Working with the Media	Grant Administration	Reporting Impacts and Outcomes	Graduation
Topics	<ul style="list-style-type: none"> ▪ Joint Powers Agreements ▪ Ethics requirements ▪ Gift bans ▪ Sunshine laws ▪ Open meeting, public records and data privacy ▪ Contracts v. grant agreements and when there's a problem 	<ul style="list-style-type: none"> ▪ Understanding needs of media ▪ Working with the media to get the word out ▪ Preparing for interviews ▪ Difficult interviews ▪ The unique needs of social media, opportunities and challenges 	<ul style="list-style-type: none"> ▪ Financial Reconciliation ▪ Reporting Requirements ▪ Calculating Billing Rates ▪ Time Tracking ▪ Audit Requirements 	<ul style="list-style-type: none"> ▪ Sharing stories of impact ▪ Creating a compelling Annual Report ▪ Hosting a partners meeting 	

SOUTHEAST MINNESOTA WATER RESOURCES BOARD
MINNESOTA AGRICULTURAL WATER QUALITY CERTIFICATION PROGRAM
REQUEST FOR TECHNICAL ASSISTANCE AND PROMOTION FUNDS

General Information

Governmental unit Wabasha SWCD	Contact name Terri Peters/Mitchell Rigelman	Requested amount of funding <input type="checkbox"/> \$2,500
Address 611 Broadway Ave., Suite 10	City/State Wabasha, MN	Zip code 55981

Contract Information

I (we), the undersigned, do hereby request funds to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- **Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.**
- **Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.**
- **Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.**
- **Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.**
- **Coordination and associated costs of MAWQCP promotion through activities pre-approved by the SEMWRB and ACS. These activities can include general producer contacts, newsletters, local newspaper articles and radio spots.**
- **Other activities pre-approved by the SEMWRB and ACS that directly increase landowner participation in the MAWQCP.**

Effective date period

Once funds are awarded and disbursed they will remain with the governmental unit until they are expended. There is currently no expenditure deadline associated with the funds once awarded. The Governmental Unit may neither assign nor transfer any rights or obligations of awarded funds under this agreement. This agreement may be terminated by either party with or without cause, upon (30) thirty days' written notice directed to the other party.

Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure of the requested funds, to SEMWRB a Completion Report Form, in the format provided by the board. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

Applicant Signatures

Board or Authorized Representative Signature	Board meeting date	Total Amount Requested <input type="checkbox"/> \$2,500
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Southeast Area Certification Specialist

Name	Date
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SEMWRB Authorization

Board or Authorized Representative Signature	Board Meeting Date	Total Amount Authorized \$
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AMENDMENT TO CONSERVATION PRACTICE ASSISTANCE CONTRACT

Organization Wabasha SWCD	Contract Number 17-Capacity-9 Amending to 17-CS-4	Amendment Number 1 Board meeting date: <u>1/24/18</u>	Amendment Type Date: <input type="checkbox"/> Amount: <input type="checkbox"/> Land Occupier: <input type="checkbox"/> Practice: <input type="checkbox"/> Other: <input checked="" type="checkbox"/>
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Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 12/31/19 Original Contract Install Date: 10/30/19

Amended Contract Install Date (if applicable):

Original Total Amount Authorized: \$4,049.25 FY17 State Cost Share and \$1,395 FY17 Capacity Funding

Amended Total Amount Authorized: \$5,444.25 2017 State Cost-Share Fund

The parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

IT IS AGREED THAT: The total funding for the project remains the same. 75% of project cost up to approved amount of \$5,444.25 (75% of \$7,259.00 cost estimate). The contract number will be changed to 17-CS-4 to be consistent with the funding source project numbers.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by this amendment.

This amendment is to take effect on the date of the last signature hereto.

Date	Land Occupier
Date	Landowner, if different from applicant

Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the **amended** estimated quantities, costs or completion date described above are practical and reasonable.

Date	Technical Assistance Provider
1/18/19	See NRCS-CP-52 located in project file - See letters - admin changes

Organization Approval

Board Meeting Date	Authorized Signature

***Attach this form to the Conservation Practice Assistance Contract**

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 18-CWMA-6	Other state or non-State funds? <input type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Sharon Melvin	Address 410 1st Ave NW	City/State Plainview/MN	Zip Code 55964
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Highland	Township No.: 109	Range No.: 11	Section No.: 8	1/4,1/4 SW
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Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

efotg 314 Brush Management on 7 ac woody invasives

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2020, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 75.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 1-17-19	Land Occupier <i>Sharon Melvin</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 314 Brush Mgmt

Eligible Component Standards & Names	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$2,100.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date 1-17-19	Technical Assistance Provider <i>J. Wahls</i>
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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$1,575.00	CWMA	2018

Board Meeting 1/24/2019	Authorized Signature	Total Amount Authorized \$1,575.00
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FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 18-CWMA-5	Other state or non-state funds? <input type="checkbox"/> YES <input type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name George Meyer	Address 26018 663rd St	City/State Wabasha/MN	Zip code 55981
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Glasgow	Township No.: 110	Range No.: 11	Section No.: 7	1/4,1/4 NE,SW
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Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

eFotg practice 314 brush management for removal of buckthorn, invasive honeysuckle and multiflora rose on 4 ac
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2020, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date 1/2/19	Land Occupier <i>[Signature]</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is 314 Brush Mgmt

Eligible Component Standard & Name 314 Brush Mgmt	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$800.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date 1-2-19	Technical Assistance Provider <i>[Signature]</i>
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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$200/ac

Amount	Program Name	Fiscal Year
\$800.00	CWMA	2018

Board Meeting Date 1/24/2018	Authorized Signature	Total Amount Authorized \$800.00
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